# REQUEST FOR PROPOSALS FOR

# AERIAL MAPPING AND VOLUME CALCULATION SERVICES FOR THE COUNTY OF SAN BERNARDINO LANDFILLS (TEAM B)

#### I. INTRODUCTION

## A. Background.

The three (3) active landfills within the County of San Bernardino Team B (Barstow, Colton, and San Timoteo) are surveyed on an annual basis either by aerial or ground surveying methods. The surveys are performed in order to satisfy requirements set forth in each site's Waste Discharge Requirements (WDRs) issued by the California Regional Water Quality Control Board (RWQCB) and to meet SWMD's contractual obligations set forth in the County's landfill operations contract with Burrtec Waste Industries, Inc. Data that is recorded from the site surveys is used to prepare digital topographic files for each site. Plots of the site topography are included in many reports prepared and submitted by SWMD to document site conditions such as proper dewatering of stormwater flows off the site. Changes in airspace volumes are calculated annually and are used to calculate annual densities of in-place refuse in compliance with the County's landfill operations contract. In-place volumes are also reported by the County to the California Integrated Waste Management Board. Title 27 of the California Code of Regulations (CCRs) requires that all inactive landfills closed after 1985 be surveyed every five (5) years in order to document site drainage, erosion conditions, and settlement of the waste mass. This year, four of the eight landfills scheduled to be surveyed fall under the five (5) year requirement, specifically: Baker, Heaps Peak, Morongo, and Needles landfills. Milliken Landfill is required to be surveyed on an annual basis per the existing WDRs issued by the RWQCB.

This RFP has been prepared to select a consultant to provide aerial mapping services and to perform volume calculations to determine in-place trash based on the current year's digital topographic map, the previous year's digital topographic map, and the ultimate fill plan for the three (3) active landfills listed in Table No. 1. The selected consultant shall also provide aerial mapping services for the five (5) inactive landfills listed in Table No. 1.

This Request for Proposals (RFP) is to select a consultant to perform the County of San Bernardino Solid Waste Management Division's (SWMD) aerial mapping and volume calculation services. The consultant will be awarded a contract commencing on July 1, 2008 through June 30, 2009. The contract period will be for a period of one (1) year.

#### B. Project Title.

Aerial Mapping and Volume Calculation Services for County of San Bernardino Landfills (Team B).

#### C. Project Description.

The County of San Bernardino (County) is requesting proposals from qualified firms to secure the services necessary to provide Aerial Mapping of five (5) inactive Landfills and Aerial Mapping and Volume Calculations for three (3) active County landfills. The contract term will be for one year commencing on July 1, 2008 and ending on June 30, 2009.

The scope of work includes all work necessary to provide aerial mapping and volume calculations for the three (3) active landfills and to provide aerial mapping services for five (5) inactive landfills commencing in July 2008. The active landfills will be flown starting in July 2008, and the inactive sites will be flown starting in September 2008.

Proposals should be prepared based on the scope of work presented in Attachment "2" - "Scope of Work and Specifications" of the RFP. Additional information has been provided in the following attachments; Attachment "3" contains Site Location Maps, Attachment "4" contains Site Maps, and Attachment "5" contains the sample maps.

Background information concerning each of the sites and historical reports are located in the SWMD's operating records library. Appointments to review this information can be arranged by contacting the project manager identified below. Respondents desiring photocopies will need to secure the services of a bonded copy service for that purpose.

TABLE No. 1
Active Landfill Sites

Site	S.B.B.M.	Latest	Мар	No. of	Approximate		
	Location	Мар	Scale	Sheets	Mapping Area		
VALLEY REGION			_	_	_		
Colton Landfill	Section 31	July	100	1	220 Acres		
	Township T1S	2007			(See Attachment 5,		
	Range R5W				Figure 1)		
San Timoteo	Section 8	July	100	2	560 Acres		
Landfill	Township T2S	2007			(See Attachment 5,		
	Range R3W				Figures 1)		
DESERT AND MO	DESERT AND MOUNTAIN REGION						
Barstow Landfill	Section 30	July	100	1	176 Acres		
	Township T9N	2007			(See Attachment 5,		
	Range R1W				Figures 1)		

# TABLE No. 2 Inactive Landfill Sites

Site	S.B.B.M.	Latest	Мар	No. of	Approximate
	Location	Мар	Scale	Sheets	Mapping Area
<b>VALLEY REGION</b>					
Milliken Landfill	Section 36	Jul	100	1	250 Acres
	Township T1S	2007			(See Attachment 5,
	Range R7W				Figures 1)
DESERT AND MO	UNTAIN REGION				
Baker Landfill	Section 7	Jul	100	1	40 Acres
	Township T13N	2003			(See Attachment 5,
	Range R9E				Figure 1)
Heaps Peak	Section 25	Aug	100	1	94 Acres
Landfill	Township T2N	2003			(See Attachment 5,
	Range R3W				Figure 1)
Morongo Landfill	Section 27	Sep	100	1	75 Acres
	Township T1S	2003			(See Attachment 5,
	Range R4E				Figure 1)
Needles Landfill	Section 7	2003	100	1	160 Acres
	Township T8N				(See Attachment 5,
	Range R23E				Figure 1)

# D. Minimum Qualification Requirements.

- 1. Have no deficiencies or unsatisfactory performance on any past County contract(s).
- 2. The Proposer must possess the knowledge and experience necessary to successfully perform the work described in the RFP at the time the contract is executed. The Proposer must have the resources to perform the work.
- 3. Specifically, the Proposer must have successfully completed a minimum of 1 project of similar nature and scope as follows:
  - Performed aerial mapping services for a landfill project.
  - Performed volume calculation services for landfill operations.
- 4. Meet other presentation and participation requirements listed in this RFP.

#### E. Contact Person.

All questions or correspondence relating to this RFP are to be directed to:

Gregory Saul P.E. IV Solid Waste Management Division County of San Bernardino 222 West Hospitality Lane, 2<sup>nd</sup> Floor San Bernardino, CA 92415-0017 (909) 386-8701 Telephone (909) 386-8900 Facsimile

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. If authorized by the County's contact in writing, other County staff or contractors may provide information. Any violation of this procedure may be grounds for disqualification of the Proposer.

#### F. Proposal Submission Deadline.

All proposals must be received at the address listed above **no later than 4:00 p.m.**, **on May 29, 2008.** Facsimile or electronically transmitted proposals will not be accepted since they do not contain an original signature. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be **opened and will not be considered**. It is the responsibility of the Proposer to ensure that the RFP responses arrive in a timely manner.

There will be a mandatory Pre-Proposal meeting at the SWMD offices at 9:00 AM on May 14, 2008.

#### II. PROPOSAL CONDITIONS

### A. Contingencies.

This RFP does not commit the County of San Bernardino to award a contract. The County reserves the right to accept or reject any or all proposals or waive irregularities if the County determines it is in the best interest of the County to do so.

# B. Acceptance or Rejection of Proposals.

Proposals shall remain open, valid and subject to acceptance anytime up to one (1) year after the proposal opening date and time. The County realizes that conditions other than lowest cost are important and will award contract(s) based on the proposal(s) that best meet the needs of the County.

# C. Modifications.

The County reserves the right to issue addenda or amendments to this RFP.

# D. Proposal Submission.

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.

#### E. Incurred costs.

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

# F. Negotiations.

The County may require any firm selected to participate in negotiations and to submit revisions to any aspect of its proposal, including without limit, costs, as may result from negotiations.

# G. Final Authority.

The final authority to award contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

# III. SCOPE OF SERVICES

#### A. General.

See Attachment "2" herein: "Scope of Work and Specifications".

# B. Project Administration.

The project administration task shall include overall project administration services such as project scheduling, tracking, budgeting, invoicing, and meetings. Invoicing for this project shall indicate the project and task numbers. Meetings with the SWMD may be necessary during the course of the project. Three two-hour meetings over the course of the contract should be incorporated into the proposal; these need not be scheduled, just assumed.

# IV. AGREEMENT TERMS

#### A. General.

 The firm selected will be required to agree to the contract terms contained in the attached Attachment "1." If Proposer has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

# V. PROPOSAL SUBMITTAL

# A. General.

- 1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding this RFP have been satisfied.
- Proposal must be submitted in the format described below. Proposals are to be
  prepared in such a way as to provide a straightforward, concise description of
  capabilities to satisfy the requirements of this RFP. Expensive bindings, colored
  displays or promotional materials, are neither necessary nor desired. Emphasis

- should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
- 4. All proposals and materials submitted become the property of the County. All proposals received are subject to the "California Public Records Act" (found at Government Code sections 6250 et seq.).
  - If any Proposer's response contains trade secrets, or other information which is proprietary by law, that Proposer must notify the County of its request to keep said information confidential. This request must be made in writing and attached to the envelope containing the proposal response. The proprietary or confidential data shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. If a public records request is made to the County relative to the Proposer's response, the County will review the Proposer's request for confidentiality and notify the Proposer in writing of its decision as to whether confidentiality can be maintained under law.
- 5. The County has adopted a recycled product purchasing standards policy, which requires Proposers to use recycled paper for proposals and for any printed or photocopied materials created as a result of a Contract with the County and/or the SWMD. The policy also requires Proposers to use both sides of paper sheets for reports submitted to the County whenever possible.

# 6. **RESERVED**.

#### B. Proposal Presentation.

- 1. All proposals must be submitted on 8 ½" x 11" paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins, and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.
- 2. One (1) marked as original and five (5) copies (total of 6) of the complete technical proposal must be received by the deadline for receipt of proposal specified in Section I, F. The original and all copies must be in a sealed envelope or container and submitted to the County contact identified in Section I, E. The Proposer's submittal shall also contain, in a separate sealed envelope, a cost estimate as provided in Section VII, F.
- 3. Hand carried proposals may be delivered to the address specified in Section I, E, above ONLY between the hours of 8:00 a.m. to 5:00 p.m., Mondays through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service. Proposers are solely responsible for ensuring that the responses are delivered in a timely manner. County is not responsible for any incorrect or late deliveries.

#### VI. PROPOSAL SUBMISSION

#### A. Instructions to Proposers

Proposer should carefully follow the format and instructions contained in this RFP, observing format requirements where indicated.

#### B. Contents of Proposal

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. The proposal must contain the information set forth in Section VII, below.

# VII. REQUIRED PROPOSAL CONTENT

# A. Organizational Information Describing the Responding Firm and Proposed Sub-Consultants.

- 1. Identify the owners, principals, and management staff of the firm and sub-contractor(s).
- 2. Indicate the type of firm or partnership and indicate whether the firm and sub-contractor(s) is locally owned, statewide, national, etc.
- 3. Identify the location, total size, and composition of the staff of the office(s) to be primarily responsible for services provided to the SWMD.
- 4. Identify, and indicate the specific skills, qualifications, and expertise of, those employees who would be directly involved in providing the requested services.

# B. Experience and Services of Responding Firm and Proposed Sub-Consultants, if any.

- 1. Identify the firm's and the sub-contractor's specific familiarity and experience with aerial mapping services.
- 2. Using specific project examples, identify the experience of the firm in performance of volumetric calculations for sanitary landfills or other earthwork projects.
- 3. Identify the full range of services that could be provided by the firm in support of the contracted services.
- 4. Submit an example or examples of work experience and related products for similar types of programs performed and developed by the firm under contracts to other entities.
- 5. State the number of years that the Proposer has been providing the services identified in this RFP.
- 6. Describe the firm's general approach to the services requested in this RFP.

- Describe any other experiences related to the work or services described in the Scope of Services, and provide any additional information specific to the capabilities required in this RFP.
- 8. List any transactions in which Proposer has participated on behalf of the County. The County will review all contracts the Proposer has performed for the County, which requires in Section I, D that a Proposer's past performance be set forth and which performance will be considered in the selection. As such, in listing and describing all work performed for the County, the Proposer must include: the name of the County Department involved in the transaction, the contact person(s) on the transaction and the dollar value and date of the transaction.
- 9. Provide a minimum of three (3) references relative to the performance of services of a nature similar to the services to be performed pursuant to this RFP, which services are either in progress or were completed within the past three years. Please provide the name, address, and telephone number for each of these references and a brief description of the transaction(s) on which the firm provided services. Please do not include County personnel in this list, and please confirm contact information (e.g., phone numbers, affiliation, etc.) prior to submitting proposal. References that cannot be contacted using the information provided will not be used in proposal evaluation.
- 10. The selection of outside vendors by respondents shall be made on the basis of qualifications, however, costs are important in that they must be fair and reasonable as determined by the County. Copies of the vendor selection criteria and all vendors' responses shall be included in an appendix to the proposal.

#### C. Financial statements.

Proposer must provide the Company's Organizational Annual Report for the last two years. Proposer must also include one (1) copy, with the original Proposal, of an independently audited financial statement for the most recently completed fiscal year. If an audited financial statement is not available, please provide an unaudited financial statement, along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.

#### D. Key Personnel and Subcontractors Performing Services.

- 1. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key individuals who may be assigned to perform the services described in this RFP. Key personnel include partners, managers, associates, and other professional staff that will perform work and/or services in this project. This information shall include functions to be performed by the key individuals.
- 2. Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business or subcontractor(s). The information provided must include a list of former county administrative officials who terminated county employment within five (5) years

and who are now officers, principals, partners, associates, or members of the business or of the sub-contractor(s). The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business or the sub-contractor(s). For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal (qualifications) being deemed non-responsive.

3. The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employee" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

<u>X</u>	If checked, the proposer is required to provide with the proposer's
response	any information responsive to the requested disclosures set forth in this
paragrapl	n D.3. of this Section VII.

Any information provided in response to Section C or D, which is deemed by the Proposer to be confidential or proprietary shall be so marked in accordance with Section V, A, 4.

# E. Proposed Services.

Identify, in some detail, the approach to be taken in providing the services requested in Section III., include a proposed schedule for conducting activities and a budget for deliverables. Include any proposal for additional and/or alternative project activities. The proposal should be sufficiently detailed to serve as a draft scope of work to be finalized and incorporated into a professional service agreement.

#### F. Cost Estimate and Fees for Services.

- 1. Provide in a separate sealed envelope a cost estimate, based on the scope of work outlined in Section III., above, and itemized accordingly. It is the policy of the County that such a cost estimate shall not be the primary criteria for evaluating professional service proposals. The cost estimate shall not be considered until proposals have first been evaluated as to the Proposers' experience, qualifications, professionalism, quality of work, and approach. Cost estimates shall generally be used to evaluate whether a service proposal is reasonable and realistic in light of the program requirements. After selection of the preferred consultant, the final scope of work and level of compensation shall be negotiated.
- Hourly fees for services and direct and indirect expense charges for the term of the contract shall also be submitted with the cost estimate in the sealed envelope. Fees for any projected subcontracted services shall also be enclosed.

#### G. Supplemental Information

1. Any additional relevant information the Proposer wishes to include.

## VIII. EVALUATION/SELECTION PROCESS

#### A. Introduction.

Following the opening of the proposal packages, the proposals will be evaluated by the Selection Committee. The committee will be comprised of representatives from the County, and, if possible, a representative of a regulatory agency. The Selection Committee will review and select the successful Proposer in accordance with the County's policy.

## B. Proposal Evaluation.

## 1. Initial Review.

Staff will initially review each proposal for adherence to the minimum requirements.

If a proposal does not meet these minimum requirements, it may be rejected as non-responsive to the RFP. Proposals deemed non-responsive at this point will not be further evaluated.

#### 2. Technical Review.

The Selection Committee will evaluate responsive proposals on the experience and qualifications of the firm and on the approach to services. The Selection Committee's primary selection criteria will be the extent to which a proposal:

- demonstrates Proposer's experience, qualifications, and competence in performing described services;
- communicates the Proposer's approach and ability to provide professional guidance; and
- demonstrates adequate staff, resources, and time to meet schedule milestones.

In addition, the Selection Committee's evaluation will consider the number and significance of the exceptions taken by Proposer to the Agreement Terms set forth in Section IV of this RFP.

#### 3. Additional Consideration.

It is the County's policy to afford all local businesses the maximum opportunity to participate in County procurements. If quality, service, and cost are equal, procurement will be made from local businesses.

#### C. Oral Presentations.

Upon completion of the Initial and Technical qualifications evaluation, the Selection Committee may require oral presentation(s) of those Proposer(s) the Selection Committee deems to warrant further consideration.

#### D. Selection.

The Selection Committee will rank the Proposer's based upon the above. Following the evaluation of the proposals, the Selection Committee will present its analysis and recommendation to the Solid Waste Management Division.

# E. Award.

Following the ranking, the Solid Waste Management Division will open the cost proposals of all Proposers and consider both the appropriateness and fairness of the cost proposed by the first ranked Proposer in light of the level and quality of the proposed services. The Solid Waste Management Division will negotiate with the first ranked Proposer, including potentially as to costs, and prepare a professional services contract. If the Solid Waste Management Division is unable to reach an agreement with the first ranked Proposer it shall notify such Proposer that negotiations are being discontinued and it shall then contact the second ranked Proposer to commence negotiations for the preparation of a professional services contract. This process will be followed with each ranked Proposer until either an acceptable professional services contract is negotiated or the Solid Waste Management Division determines that an acceptable contract cannot be negotiated with any of the ranked Proposers (which determination is in the sole discretion of the Solid Waste Management Division and will not require negotiations to be entered into

with each of the ranked Proposers). If an acceptable professional services contract is negotiated it will be brought before the Board of Supervisors for approval and execution.

# IX. PROTEST

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP title, is delivered to the address listed on the cover sheet of this RFP, and is submitted within ten (10) calendar days of the date of the notification of intent to award.

Grounds for a protest are:

- □ The County's failure to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments;
- □ Violations of conflict of interest as provided by California Government Code section 874100 et seq.; or,
- Violations of state or federal law.

Protests will not be accepted on any other grounds. In the event of a protest, all protests will be handled by a panel designated by the Assistant County Administrator – Economic Development and Public Services Group whose decision shall be final and shall not be subject to further review or appeal.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

#### X. ESTIMATED SCHEDULE FOR SELECTION OF CONSULTANT

ACTION	DATES
Request for Proposals (RFP) issued	May 6, 2008
Mandatory Pre-Proposal Meeting	May 14, 2008
Submission of RFP To County	May 29, 2008
Staff Screens Proposals & Short Lists Consultants	N/A
Interviews (the County reserves the right to waive the Interviews and select the Consultant from the Short List of Consultants)	N/A
Select Consultant	June 5, 2008
Contract Presented to Board for Consideration	June 24, 2008

Request for Proposals

**ATTACHMENT 1** 

**Standard Contract** 

#### FOR COUNTY USE ONLY

SAN BERNARDING	New Chan	_	Vendor Code			SC			Contract Number		
	County De					Dept.	Orgn.	Contractor's License No.			
iii.			te Manag								
County of San Bernardino	County Department Contract Representative Peter H. Wulfman, Division Manager								Total Contract Amount		
FAS	Revenue Encumbered Unencur				Inencumber	Contract Type ncumbered					
STANDARD CONTRACT					type, provid						
	Cor	Commodity Code Contract Start D		Start Date	Contrac	t End Date	Origi	inal Amount	Amendment Ar	mount	
	Fund	Dept.	Organi	zation	Appr.	Obj/Re	ev Source	GRC/P	ROJ/JOB No.	Amount	
	Fund	Dept.	Dept. Organization		Appr.	Obj/Re	ev Source	GRC/P	ROJ/JOB No.	Amount	
	Fund	d Dept. Organization		Appr.	Obj/Re	ev Source	GRC/P	ROJ/JOB No.	Amount		
		Project				Es	Estimated Payment Total by Fiscal Year			Year	
	Project No.  Contract Type -				FY	A	mount	I/D	FY	Amount	I/D
							_			<u> </u>	
THIS CONTRACT is entered in the County, and	nto in the	State of	Californi	a by ar	nd betwee	n the C	County o	San B	Bernardino,	hereinafter c	alled
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#### IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

# 1. Project.

Telephone

Consultant shall perform consulting services for the project described as

Federal ID No. or Social Security No.

# 2. Retention of Consultant.

County hereby retains the Consultant, as an independent contractor, to perform the required services within the time limits hereinafter specified.

Consultant herein designates to be the Project Manager. Consultant shall not change the primary contact without written acknowledgment to the County. The Project Manager or designee must respond to County inquiries within two (2) business days. If the Project Manager will be unavailable to the County for more than three (3) days, another person must be designated as a contact for the County. Further, Consultant must provide a list of and the résumés of the individuals who will provide services to the County. These individuals will be

designated "key personnel" and may not be removed from the project that is the subject matter of the Contract without the written approval of the County.

Consultant may, at Consultant's own expense, employ subcontractors to accomplish the work of this Contract. However, Consultant agrees not to enter into any subcontracting Contracts for work contemplated under the Contract without first obtaining written approval from the County. County hereby agrees to as the subcontractor(s) qualified to perform the work in its areas of expertise. The fact that Consultant employs subcontractors not in its regular employ shall not relieve Consultant from any responsibility regarding the adequacy of its designs or other work.

# 3. Scope of Work.

Consultant will provide services in accordance with the Request for Proposal ("RFP") entitled dated , and incorporated herein by reference.

The Scope of Work shall include, but is not limited to, all items listed in Exhibit "1" attached hereto. Said Scope of Work also includes any relevant dates by which the performance of Consultant of any item of work needs to be completed.

The provisions of this Contract shall control any contrary provision or term of either the Consultant's proposal or of the County's Request for Proposal.

#### 4. Commencement of Work.

Consultant shall commence work immediately upon receipt of a notice to proceed from the Solid Waste Management Division ("SWMD") following the acceptance of this Contract by the Board of Supervisors. Consultant shall confer on a bi-weekly basis with the County's Project Manager to review progress of work elements, adherence to work schedule, coordination of work, scheduling of reviews, and resolve any problems that may develop.

# 5. Compensation.

For the work authorized under this Contract, Consultant shall be compensated for the work performed in an amount not to exceed \$

With the exception of Task B, set forth on Exhibit "1", Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. Alternately, (again with the exception of Task B) Consultant is entitled to receive the specified level of compensation notwithstanding that it is able to perform all required items of work with the expenditure of less labor, material or the incurrence of less expense, than anticipated by the parties. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of this Contract, which item of work is not performed by Consultant (including Consultant's agents and subcontractors).

With respect to Task B, Consultant shall be paid its actual time and materials as specified in, and subject to the limitations of, Exhibit "2". In order to make progress payments to Consultant with respect to the tasks other than Task B, the specified compensation shall be payable as follows: Payment shall be made on a percent of task completed to the County's satisfaction pursuant to

Consultant's "Cost Proposal", dated ten percent (10%) retention.

, and attached hereto as Exhibit "2", less

Consultant's "Cost Proposal", attached as Exhibit "2", hereto, sets out the Consultant's estimate of the cost (including wages) of completing the project. The Cost Proposal was used by the County to determine the reasonableness of the cost of Consultant's proposal and is further used in making progress payments to Consultant and in making payment to Consultant in the event of the termination of the Contract prior to the completion of all items of work. Consultant is not entitled to any additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in its Cost Proposal, including excess costs related to delays in completion of the project.

Consultant shall provide County itemized monthly invoices in arrears, for services performed under the Contract within twenty (20) days of the end of the previous month. Invoicing for this project shall indicate the project and task numbers. Consultant's itemized monthly invoice shall be in the form of a Invoice Summary attached and incorporated herein as Exhibit "3." The County shall make payment to Consultant within thirty (30) working days after receipt of invoice or the resolution of any billing dispute.

Notwithstanding any other provision of this Contract (including any attachments), in no event will the County pay late fees to the Consultant on the compensation due Consultant under the terms of this Contract.

# 5.a. Payment by Electronic Funds Transfer (EFT).

Contractor shall accept all payments from COUNTY via electronic funds transfer (EFT) directly into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

#### 6. Term of Contract.

The term of the Contract shall be for a period of ( ) year commencing on , to

#### 7. Termination for Convenience.

The County for its convenience may terminate the Contract in whole or in part upon ten (10) calendar days written notice. If such termination is affected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the Consultant for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to the County and transfer title (if necessary) to all completed work, and work in progress, including spare parts, drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

# 8. Indemnification.

The Consultant agrees to indemnify defend and hold harmless the County and its authorized officers, employees, agents and volunteers, from any and all claims, actions, losses, damages and/or liability arising out of Consultant's negligent acts, errors or omissions and for any costs or

expenses incurred by the County, on account of any claim therefore, except where such indemnification is prohibited by law.

#### 9. Insurance.

# (a) Coverage

Without in any way affecting the indemnity herein provided and in addition thereto, the Consultant shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

1) Worker's Compensation – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Consultant and all risks to such persons under this Contract.

If Consultant has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- 2) <u>Comprehensive General and Automobile Liability Insurance</u> This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- 3) a. <u>Professional Liability</u> Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits <u>or</u>

<u>Errors and Omissions Liability Insurance</u> with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits <u>or</u>

<u>Directors and Officers Insurance</u> coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

b. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

# (b) Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

# (c) Waiver of Subrogation Rights

Except for Errors and Omissions and Professional Liability, Consultant shall require the carriers of the above-required coverages to waive all rights of subrogation against the County and its officers, employees, agents, volunteers, contractors, and subcontractors.

# (d) Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

# (e) Proof of Coverage

The Consultant shall immediately furnish certificates of insurance to the SWMD evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the SWMD. Consultant shall maintain such insurance from the time Consultant commences performance of services under the Contract until the completion of such services. Within sixty (60) days of the commencement of the Contract, the Consultant shall furnish certified copies of the policies and all endorsements.

# (f) Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

#### 10. Licenses and Permits.

Consultant shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules, and regulations. The Consultant shall maintain these licenses and permits in effect for the duration of the Contract. Consultant will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of the Contract. Professional Engineers shall be duly registered in the State of California.

# 11. Notification Regarding Performance.

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Contract, the Consultant shall promptly notify the County in writing and by telephone.

# 12. Ownership of Documents.

All documents, data, products, graphics, computer programs, and reports prepared by Consultant pursuant to the Contract shall be considered property of the County upon payment for services. All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Consultant may retain copies of such items. Reuse of such documents beyond the intended scope of Consultant's contract shall be at the County's sole risk.

# 13. Artwork, Proofs and/or Negatives.

All artwork, proofs, and/or negatives in either print or digital format for the project that is the subject matter of the Contract are the property of the County. These items must be returned to the County within ten (10) days upon written notification to the Consultant. In the event of a failure to return the documents, the County is entitled to pursue available legal remedies. In addition, the Consultant will be barred from all future solicitations, for a period of at least six (6) months.

#### 14. Release of Information.

No news releases, advertisements, public announcements or photographs arising out of the Contract or Consultant's relationship with County may be made or used without prior written approval of the County.

# 15. Contact with Regulatory Agencies.

Except for emergencies, or except for situations where contact is required by law or relevant professional canons of ethics (in which case Consultant will use its professional efforts to notify and confer with the County before such contact, the parties recognizing that there may not be the time for such in an emergency), Consultant shall not contact the LEA, SCAQMD or other regulatory agencies concerning any site that is the subject of this Contract without SWMD's prior approval.

# 16. Right to Monitor and Audit.

The County shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to

monitor the performance of Consultant in the delivery of services provided under the Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the County in the implementation, monitoring, and evaluation of the Contract and comply with any and all reporting requirements established by the County.

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

# 17. Cooperation Between All System Contract Contractors.

This Contract is but one of the County contracts which are or will be necessary to keep, operate and maintain the County's Solid Waste Disposal System ("Disposal System"), including without limit for the overall expansion, operation, maintenance, remediation and closure of the Disposal System. Specifically, but not by way of limitation, the County has entered, or will enter, into the following contracts with third parties: (i) construction contracts related to various aspects of the expansion, remediation and closure of the Disposal System; (ii) contracts for the management of the foregoing construction contracts, to the extent the County does not manage such contracts with its own employees; (iii) a contract for the aggregate operation at the Mid Valley Landfill; (iv) contracts for the operation and maintenance of the landfill gas collection systems located at various County Landfills; (v) the lease of the landfill gas collection systems and lease of the rights to the landfill gas collected by such systems; (vi) a contract for the operation of the Baker Transfer Station; (vii) a Development Contract with the City of Rialto regarding various aspects of the expansion of the Mid Valley Landfill; (viii) a contract with the City of Needles relating to the closure of the Needles Landfill; and (ix) a contract for performing day to day operations at the facilities comprising the Disposal System. These contracts, together with this Contract, will collectively be referred to as "All System Contracts".

In performing its duties under this Contract, Consultant shall be required, pursuant to direction provided by the Manager of the Solid Waste Management Division, to coordinate such performance with the performance of the duties required of the contractors under each of the other All System Contracts. Likewise, the contractors under each of the other All System Contracts will be required to coordinate the performance of the duties required of it under the terms of its contract with the performance of the duties required of the contractors under each of the other All System Contracts, including this Contract. The goal of the County is to maximize, in the aggregate, the effectiveness of performance of the duties required under all of the All System Contracts to keep, operate and maintain the Solid Waste Disposal System, rather than to maximize the effectiveness of performance of duties required to be performed under any single All System Contract.

## 18. Compliance with Laws.

During the term of the Contract, Consultant shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Consultant shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

#### 19. Conflict of Interest.

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

# 20. Former County Officials.

Consultant agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Consultant or its subcontractor(s) being utilized on this project. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment and/or representative capacity and the dates these individuals began employment with or representation of Consultant. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

# 21. Improper Consideration.

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding any Contract awarded by County.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

## 22. Inaccuracies or Misrepresentations.

If in the course of the RFP process or in the administration of a resulting Contract, the County determines the Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

#### 23. RESERVED.

# 24. Representation of the County.

In the performance of the Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

# 25. Notice.

- 25.1 <u>Service</u>. Except as otherwise required by law, any notice, information, request or reply ("**Notice**") required or permitted to be given under the provisions of this Contract shall be in writing and shall be given or served either personally or by mail. If given or served by mail, such Notice shall be deemed sufficiently given if:
  - (a) Deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or
  - (b) Sent by express mail, Federal Express, or similar overnight service, provided proof of service is available, addressed to the addresses of the Parties specified below in Section 25.4 or to such other address as may be duly specified by the respective parties.
- 25.2 When Effective. Any notice given or served by certified mail shall be deemed given or served three (3) business days after deposit in the mails, or as a signed receipt may show, unless a copy of the Notice is concurrently transmitted by electronic or telephonic facsimile, in which case the Notice shall be deemed given or served as of the date of deposit of the original in the mails. Any Notice given or served by express mail, Federal Express, or other similar overnight service, shall be deemed given or served the day following deposit in the mails or delivery to the carrier, unless a copy of the Notice is concurrently transmitted by electronic or telephone facsimile, in which case the Notice shall be deemed given or served as of the date of deposit of the original in the mails or delivery to the carrier.
- 25.3 <u>Change of Address</u>. Either party may, by written Notice to the other in the manner provided herein, specify an address within the United States for notices in lieu of or in addition to the address set forth below. Consultant shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.
- 25.4 <u>Designation of Recipients</u>. Until changed by Notice duly given, the following persons shall receive all notices required or permitted to be given under the provisions of this Contract:
  - (a) For Contractor:

Telephone: Facsimile:

# (b) For County:

Solid Waste Management Division County of San Bernardino 222 West Hospitality Lane, 2<sup>nd</sup> Floor San Bernardino, CA 92415-0017

Telephone: 909-

Facsimile: 909-386-8900

25.5 <u>Facsimile Transmission</u>. Service utilizing facsimile transmission as set forth above will be effective only in respect to a person who has included a facsimile telephone number as part of its address for notice pursuant to this Section.

# 26. Contract Assignability.

Without the prior written consent of the County, the Contract is not assignable by the Consultant either in whole or in part.

#### 27. Contract Amendments.

Consultant agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the required persons.

# 28. Attorney Fees and Costs.

If any legal action is instituted to enforce any party's rights in the Contract, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under paragraph 8, **Indemnification**.

#### 29. Venue.

The venue of any action or claim brought by any party to the Contract will be San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

# 30. Jury Trial Waiver.

Consultant and County hereby waive their respective rights to trial, by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Consultant against County or County against Consultant on any matter arising out of, or in any way connected with the Contract, the relationship of Consultant and County, or any claim of injury

or damage, or the enforcement of any remedy under any law, statute, or regulation emergency or otherwise, now or hereafter in effect.

# 31. Recycled Paper Products.

The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

In addition, the policy requires the use of recycled products in fulfilling contractual obligations wherever practicable. Attached hereto as Exhibit "4" is Policy 11-10 and Standard Practice 11-10SP implementing that Policy.

#### 32. Miscellaneous Provisions.

- 32.1 <u>Compliance with Legal Requirements</u>. With respect to its performance of any work required under this Contract, Consultant and its subcontractors shall be required to meet all legal requirements the County requires all of its contractors to meet.
- 32.2 <u>Covenant of Good Faith and Fair Dealing</u>. The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing."
- 32.3 <u>Determination of Rights Disputes</u>. Notwithstanding any other provision to the contrary contained herein, all disputes under this Contract which cannot be resolved by the parties shall be resolved by judicial action. All delinquent amounts due hereunder shall bear simple interest at the lower of the maximum rate permitted by law or the rate of seven percent (7%) per annum.
- 32.4 <u>Complete Agreement; Priority.</u> This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated herein by reference, and other documents incorporated herein, represents the complete agreement between the parties. It supersedes all prior agreements and proposals between the parties in respect to the subject matter hereof, and it may be amended, discharged or waived only by a further agreement in writing signed by each party. To the extent there is any conflict between the terms of the text of this Contract and the terms of any Exhibit or attachment to this Contract, the terms of the text of this Contract shall control the terms of the Exhibit or attachment.
- 32.5 <u>Binding Effect</u>. This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

- 32.6 <u>Captions and Headings</u>. Section, subsection, and paragraph captions and headings are used only for convenience and shall not be used in determining the intent of the parties in entering into this Contract nor in otherwise construing or interpreting this Contract.
- 32.7 <u>Severability</u>. If any provision of this Contract shall be declared illegal, void, voidable, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect unless the resulting interpretation of the Contract shall materially alter the obligations of either party so as to work an unfair hardship on such party (the "**Burdened Party**"), in which case the Burdened Party shall have the option to request a re-negotiation of the Contract and/or to terminate this Contract upon at least ninety (90) days advance written notice to the other party. By way of clarification of, and not as a change to, the original intent of the parties, no such termination shall be deemed a termination for the convenience of the County.
- 32.8 <u>Execution in Counterparts</u>. This Contract may be executed in counterparts, each of which, when each party has executed and delivered a counterpart to the other party, shall constitute an original and enforceable contract for all purposes.
- 32.9 <u>Governing Law</u>. This Contract shall be governed by and construed according to the laws of the State of California.
- 32.10 <u>Time for Performance</u>. Time is of the essence in performance of this Contract and of each of its provisions.
- 32.11 <u>Waiver</u>. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

SWMD - Consultant Contract - Rev. 7/10/02

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino and the Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDING	0	(Print or tyr	pe name of corporation, company, contractor, etc.)			
► Paul Biane, Chairman, Board of S	Supervisors	By(Authorized signature - sign in blue ink)				
Dated:	·	Name	(Print or type name of person signing contract)			
SIGNED AND CERTIFIED THAT DOCUMENT HAS BEEN DELIVE CHAIRMAN OF THE BOARD			(Print or type name of person signing contract)  (Print or Type)			
	Board of Supervisors y of San Bernardino.	Dated:				
By		Address				
Approved as to Legal Form	Reviewed by Con	tract Compliance	Presented to BOS for Signature			
County Counsel	<b>-</b>		Department Head			
Date	Date		Date			

Auditor/Controller-Recorder Use Only			
☐ Contract Database ☐ FAS			
Input Date	Keyed By		

# Standard Contract Exhibit 1 Scope of Work

# Standard Contract EXHIBIT 2

**Cost Proposal** 

# Standard Contract EXHIBIT 3

**INVOICE SUMMARY** 

# Company Name/Letterhead Remit to Address City, State, Zip Code



Invoice # \_\_\_\_\_

#### **Date**

San Bernardino, CA 92415-0017
222 W. Hospitality Lane, 2 <sup>nd</sup> Floor
Solid Waste Management Division
Department of Public Works
County of San Bernardino

Attention: Fiscal Section

Project Title: "Anytown" Landfill-Expansion

Description of the Project: Conceptual Design and Permitting for the Expansion

Area

Contract #: 00-000

# **INVOICE SUMMARY**

Site Location	Task #	Scope of Work	Amount	Less Retenti		Net Amount
"Anytown" "Anytown" "Anytown"	100 200 500 900	Design Parameters Geotechnical Analysis CEQA Support/Public Relations Meetings/Project Coordination/Admin	\$ \$ \$	(\$ (\$ (\$	) )	\$ \$ \$
		Total Current Charges Less: 10% Retention	\$ <u>(</u> \$ )			
		Total Charges Due	\$			
Submitted by:	(Name	e) (Title)				
	(Telep	hone)				

Note: ALL terminology should be consistent with language used in the contract.

SWMD – 7/10/02 Page 1 of 1

# Standard Contract EXHIBIT 4

Standard Policy 11-10

And

Standard Practice 11-10SP

# Request for Proposals

**ATTACHMENT 2** 

Scope Of Work

# **ATTACHMENT 2**

#### A.1.1 INTRODUCTION

This Request For Proposal is to select an experienced firm to perform aerial mapping and volume calculations at several active and inactive landfills sites. The proposed scope of work shall be completed in no more than ten (10) weeks for all the active and inactive sites. Aerial mapping for the active sites shall begin during the first week of July 2008. Aerial mapping for the inactive sites shall begin during the last week of September 2008. The work to be preformed for both active and inactive landfills will be conducted under one contract.

#### A.1.2 SCOPE OF WORK

The CONSULTANT shall provide all photogrammetric mapping necessary to map multiple landfill sites and complete the contract work as specified herein. The County of San Bernardino will supply all on the ground surveying support, with controls targeted for analytical aero-triangulation. The work of CONSULTANT shall include for each site, as appropriate, planning aerial photography, aero-triangulation, digital map compilation, drafting, reproduction and volumetric calculations.

#### Field Surveys

The County of San Bernardino (County) shall provide all field surveys and office support required to place new and/or refresh existing aerial control panels. Surveys shall be based on previously established local control or on the California Coordinate System Zone 5 NAD-83 and NGVD-29 as directed by County. A table of survey control and aerial control monuments to include northing, easting, elevation and monument description shall be included in the final digital and hardcopy mapping products and shall include a reference to the control source and applicable combination factor. Survey control provided by County shall be recovered and verified as a first order of work. Any discrepancies between provided control data and field measurements beyond the minimum accuracy standard of 1:10,000 shall be reported to County of San Bernardino in writing.

All work shall be done in accordance with generally accepted professional standards and "responsible charge" for the work shall reside with a pre-January 1, 1982 Registered Civil Engineer, or a Licensed Land Surveyor, in the State of California.

## Photogrammetric Mapping and Related Materials

Successful bidder shall furnish a representative sample mapping data file for review within ten (10) days of contract award. Inability to furnish acceptable digital data shall be grounds for immediate contract termination. It should be understood that digital mapping files, NOT mylar hardcopy, constitute the primary deliverable on this project.

# 1. Aerial Photography

 a) Aerial photography shall be taken with one of the following types of camera or equivalent:

- i) Wild RC, 8, RC 10, or RC20 with a 6-inch Aviogon lens.
- ii) Zeiss RMK 15/23 with a Pleogon lens.
- iii) Zeiss LMK 15/2323 with a Pleogon lens.

A calibration report shall be provided for the camera used. The report shall be prepared by United States Geological Survey (USGS) or the camera manufacturer within the last two (2) years.

b) The nominal photography scale to be used for mapping shall not exceed 1" = 320'.

The maximum flight height above average terrain shall not exceed 1920 feet. Below that height, flight heights above average terrain shall not exceed six times the relief range for the flight line.

Any deviations in flight heights from these specifications must be approved, in advance, by County.

- c) Flight tolerances shall be as follows:
  - i) Coverage the mapping limits and control for the flight shall fall within the central seven (7) inches of the photography.
  - ii) Forward Overlap Forward overlap shall not exceed sixty five percent (65%) or be less than fifty five percent (55%) and shall average sixty percent (60%).
  - iii) Crab Crabbing measured from the line of flight through the principal points shall not exceed 10 degrees between any two consecutive photographs and shall not average more than 10 degrees for any single flight line.
  - iv) Tilt Tilt defined as the departure of the optical axis of the camera from a plumb line shall not exceed 5 degrees on a single photograph and shall not average more than one degree for a single flight line. Relative tilt between two successive exposures shall not exceed 6 degrees.
  - v) Time of Photography Photography shall not be taken when the ground is obscured by haze, smoke, dust, clouds, or cloud shadows, or snow. Photography shall be taken only when the sun angle is greater than 30 degrees above the horizon.
    - a. Fine grain negative film on polyester base such as Estar or equal shall be used. Exposing and processing shall be done in conformance with the manufacturer's recommendation and with accepted photographic practice. Negatives shall be clear and sharp in detail with normal density and contrast. Negatives shall show no streaks, static marks, chemical stains or other defects which would interfere with their intended use. There shall be a three (3) foot leader and trailer on all aerial film used for mapping.

#### 2. Aerotriangulation

- a) The standard deviation of "unit weight" shall not exceed + 0.0075 millimeter.
- b) The root-mean-square error of the xy vector shall not exceed  $\pm$  0.085 feet and no single point shall deviate more than 0.24 feet. The root-mean-square error of z shall not exceed  $\pm$  0.015 feet and no single point shall deviate more than 0.36 feet.
- c) The maximum drill hole size shall be 0.050 millimeter for marking points on the diapositives.
- d) A compiled listing of resultant residuals for the final aerotriangulation shall be furnished to the County.

#### 3. Map Accuracy

For purposes of map accuracy, it is assumed that the map scale is 1" = 40' and one foot contours are plotted.

- a) The position of all grid ticks and all monuments shall not vary more than 0.01 inch from their coordinated position.
- b) At least ninety percent (90%) of all well-defined planimetric features shall be within 0.025 inch of their true positions and all shall be within 0.050 inch of their true ground position.
- c) At least ninety percent (90%) of all contours shall be within 1/2 contour interval of true elevation and all contours shall be within one contour interval of true elevation, except as follows:

In densely wooded areas where the ground is obscured by dense brush or tree cover, contours shall be plotted as accurately as possible while making maximum use of spot elevations obtained from the stereoscopic model in places where the ground is visible. In those areas where spot elevations can be obtained photogrammetrically, at least ninety percent (90%) of all contours shall be within one contour interval or one half of the average height of the ground cover, whichever is greater, of true elevation. All contours shall be within two contour intervals or the average height of the ground cover, whichever is the greater, of true elevation. Contours in such areas shall be shown with dashed lines. Orchards, vineyards, and other areas devoted to crops will be considered as open areas and are, therefore, not subject to larger tolerances in vertical accuracy.

Contours shall reflect the crown or cross slope of all paved areas including paved ditches and the accuracy tolerances allowed for contours shall not affect this requirement. In areas not obscured by grass, weeds or brush, at least ninety percent (90%) of all spot elevations shall be within 0.25 contour interval of true elevation and shall be within 0.50 contour interval of true elevation.

d) In addition to the accuracy specified above for contours and spot elevations, the following shall apply:

The arithmetic mean of contours in open areas shall not exceed plus or minus the following values for the points tested on each map sheet.

No. of Points	Max. Arithmetic Mean
20	+ 0.20 contour interval
40	± 0.15 contour interval
60 or more	+ 0.10 contour interval

Any contour which can be brought within the specified vertical tolerance shifting its position 0.025 inch shall be accepted as correctly compiled.

# 4. Map Compilation

- a) The mapping limits shall adequately cover each site as required to complete the Task Order.
- b) The contours shall be derived from a Photogrametrically derived DTM. In steep terrain, contours may be plotted at two (2) foot intervals.
- c) Map contents, symbols, grid system, title blocks and editing style shall conform to County's mapping standards.
- d) Optical train or analytical type photogrammetric plotters shall be used for map compilation. Projection type plotters will not be allowed.

# 5. Prosecution and Progress of Work

- a) Authorized County personnel shall have access to the photogrammetric mapping facilities and operations during normal working hours. These persons shall be furnished every reasonable facility for ascertaining that the work complies with the contract provisions. All work shall be subject to inspection and approval.
- b) Mapping shall become the exclusive property of County.

#### 6. Drawing files

Drawing files shall be made up of one AutoCAD file. The files are to be developed in three (3) dimensions, however, only topographic features need to be at proper elevations. The files shall be submitted in the following format:

a) Master File - This file will consist of only a title block in paper space. If the site to be mapped requires more than one sheet, this file will have multiple layouts in paper space containing the additional title blocks. This file shall use the layer specifications in section 8. *AutoCAD Specifications* and have the Topography File referenced into it in paper space. A standard title block will be provided electronically.

b) Topography File - This file will consist of all information including but not limited to contours and their labels, spot elevations, DTM break lines, control points, grid tics, and all planimetric features. This file will be referenced into the Master File and should not be trimmed or split into multiple files.

### 7. Drawing file names

The file created for this project shall be named as follows:

nis project shall be named as follows:			
SITE	FILE NAME		
Baker Sanitary Landfill			
Master File	08 BAK MF09 A		
Topography File	08 TP09 A		
Cut/Fill File	N/A		
DTM File	08 BAK DT09 A		
Barstow Sanitary Landfill			
Master File 08 BAR MF07 A			
Topography File 08 BAR TP07 A			
Cut/Fill File	08 BAR CF07 A		
DTM File	08 BAR DT07 A		
	nitary Landfill		
Master File	08 COL MF07 A		
Topography File	08 COL TP07 A		
Cut/Fill File	08 COL CF07 A		
DTM File	08 COL DT07 A		
Heaps Peal	C Disposal Site		
Master File	08 HP MF07 A		
Topography File	08 HP TP07 A		
Cut/Fill File	N/A		
DTM File	08 HP DT09 A		
Milliken Sa	nitary Landfill		
Master File	08 MIL MF07 A		
Topography File	08 MIL TP07A		
Cut/Fill File N/A			
DTM File	08 MIL DT09 A		
Morongo Sanitary Landfill			
Master File	08 MOR MF07 A		
Topography File	08 MOR TP07 A		
Cut/Fill File	N/A		
DTM File	08 MOR DT07 A		
Needles Sa	nitary Landfill		
Master File	08 NEE MF07 A		
Topography File	08 NEE TP07 A		
Cut/Fill File N/A DTM File 08 NEE DT09 A			
		San Timoteo	Sanitary Landfill
Master File	08 SAT MF07 A		
Topography File	08 SAT TP07 A		
Cut/Fill File	08 SAT CF07 A		
DTM File 08 SAT DT07 A			
L			

#### 8.

## AutoCAD Specifications 1. Master File Layer Specification

Layer Name	Color	Linetype
TB-Lines	5 - Blue	Continuous
TB-Logos-sbco	2 - Yellow	Continuous
TB-Logos-sbco	1 - Red	Continuous
TB-North_and_scale	2 - Yellow	Continuous
TB-Survey-data	2 - Yellow	Continuous
TB-Text	2 - Yellow	Continuous

#### 2. Topography File Laver Specification

Layer Name	Color	Linetype
Asphalt	3 - Green	Continuous
Bench	1 - Red	Continuous
Concrete	3 - Green	Continuous
Control-Points	3 - Green	Continuous
Curbs	4 - Cyan	Continuous
DTM-break-lines	8 - Gray	Continuous
Fence	3 - Green	Dashed w/ X marks
Grid	1 - Red	Continuous
Contour-Index	2 - Yellow	Continuous
Contour-Index-Text	2 - Yellow	Continuous
Contour-Interim	1 - Red	Continuous
Misc-Lines	2 - Yellow	Continuous
Misc-Symbols	2 - Yellow	Continuous
Road-Asphalt	3 - Green	Continuous
Road-Dirt	1 - Red	Dashed
Spot-elevations-Text	1 - Red	Continuous
Spot-elevations-Mark	1 - Red	Continuous
Text	2 - Yellow	Continuous
Utilities	3 - Green	Continuous
Vegetation	32 - Brown	Continuous
Walls	4 - Cyan	Continuous
Water-Lines	1 - Red	Divide

## 3. AUTOCAD PC2 File (Pen/Color assignments) a) SOLID COLORS:

AUTOCAD	WIDTH	WIDTH	
COLOR	(mm)	(inches)	DESCRIPTION
1 - Red	.254	.020	Thin
2 - Yellow	.406	.026	Medium
3 - Green	.559	.022	Medium/Heavy
4 - Cyan	.711	.028	Heavy
5 - Blue	.864	.034	Heavy/Bold
6 - Magenta	1.026	.040	Bold
7 - White	.356	.024	Thin/Medium
8 - Gray	.152	.006	Fine
9 - Light	1.270	.050	Super Bold
Gray			
10 - Red (2)	.076	.003	Super Thin

#### b) SHADED COLORS:

Dark Tone: (50% Shade)

AUTOCAD COLOR	WIDTH (mm)	WIDTH (inches)	DESCRIPTION
12	.165	.0065	Fine
22	.229	.0090	Thin
32	.356	.0240	Medium

Medium Tone: (35% Shade)

١	AUTOCAD WIDTH WIDTH			
	COLOR	(mm)	(inches)	DESCRIPTION
	13	.165	.0065	Fine
	23	.229	.0090	Thin
	33	.356	.0240	Medium

Light Tone: (20% Shade)

AUTOCAD COLOR	WIDTH (mm)	WIDTH (inches)	DESCRIPTION
14	.165	.0065	Fine
24	.229	.0090	Thin
34	.356	.0240	Medium

#### A.1.3 DELIVERABLES

- a) Two (2) copies of 9" x 9" photo contact prints for all sites.
- b) Two "E" size color photographs of each site mounted on 3/8" foam board. The photograph of each site will be reviewed by the County to determine final limits of the photographs. List cost for each separately. The County may select only certain sites to receive this deliverable. A digital copy of the photograph shall be submitted on a CD in TIF format.
- c) Hard copy drawings with San Bernardino County Title Blocks also CADD digital drawings shall be required. Hard copy sheets shall be "E" size 4 mil. double matte mylar and shall include an index as needed. Coordinate data for control shall be tabulated and shown on the left edge of each sheet. Most sites will be plotted at a scale of 1" = 100' with two (2) foot contour intervals, and shall meet National Mapping Accuracy Standards for one (1) foot contour map interval.

#### i) File and Media format

Digital mapping data shall be furnished in AutoCAD release 2007 file format. Finalized files shall be delivered on one (1) DOS format CD-ROM.

#### ii) Drawing Elements

All contour line work shall be in the form of 3D simple line strings. Spot elevations and break lines shall also be maintained at correct elevation. Text and all other features may be placed at arbitrary elevation.

#### iii) Text

All text shall be 0.1" in height with the exception of the titleblock information. All map text including but not limited to spot elevations, surface labels, contour labels, and grid labels shall be sized to 0.1 inches at map scale.

#### iv) Drafting Standard

All line work and symbolization shall substantially comply with County's mapping standards. Any deviation shall be approved in writing by County.

#### v) Leveling Specification

Drawing entities shall be placed according to the layer specification shown Section 8 – AutoCAD Specifications. Alterations to this specification may be made only if approved in writing by County.

- d) A DTM file in ASCII format shall be delivered. The DTM file shall be the same as that used to generate mapping contours and volume comparisons. It shall be of sufficient density and distribution to accurately depict the ground surface for generating one (1) foot contours and shall include spot elevations and breaklines.
- e) The CONTRACTOR shall perform all volumetric computations as required and provide a report of the volumetric difference between the current landfill surface and a previously mapped surface as supplied by County. At the active site, the Contractor shall be required to compare the current mapped surface with the previous five years surfaces to establish settlement factors. The software used for this computation shall be verified for accuracy. A computation for each years comparison shall be provided.

The report of volumetric differences will be shown on COLOR "E" size sheets and shall include a one (1) foot contour interval residual (cut/fill) plot showing depths and locations of change between;

- 1. The current surface and the previous year's surface (Annual Site Activity)
- 2. The current surface and the 2003, 2004, 2005, and 2006 surface (Cumulative Site Activity) of the active site only.
- 3. The current surface and ultimate fill plan (Site Life) At a level of one (1) foot of change for cut and fill in areas common to surfaces of both dates. Topography and property lines shall be shown as shaded background on cut/fill plots. This volume will cover the active area only which will include the soil borrow area. A sample map of this will be provided on request.
- 4. The County will markup draft copies of the maps to highlight areas where the volume calculation are to be performed.

Calculations shall be performed to determine the final "site-life" based on each site's ultimate grading plan and contour data. Ultimate grading plans and contour data will be provided by SWMD in digital form. Volumes shall be calculated in the same manner as above. When there is no digital data available the CONTRACTOR shall digitize the County provided topographic map to be used to volumetric calculations.

Cross-sections shall be plotted at 100' intervals at a 10:1 vertical to horizontal ratio and at a scale sufficient to fit on the maximum "E" sheet size. The cross-sectional area between both surfaces and the "site life" footprint shall be calculated and shown on each section. These cross sections will be for a visual aid only. No volumetric calculations are required for these cross sections.

A registered civil engineer or a licensed land surveyor shall sign, seal and date volumetric reports, cross sections and cut/fill plots needed in report form.

#### A.1.4 SCHEDULE FOR DELIVERABLES

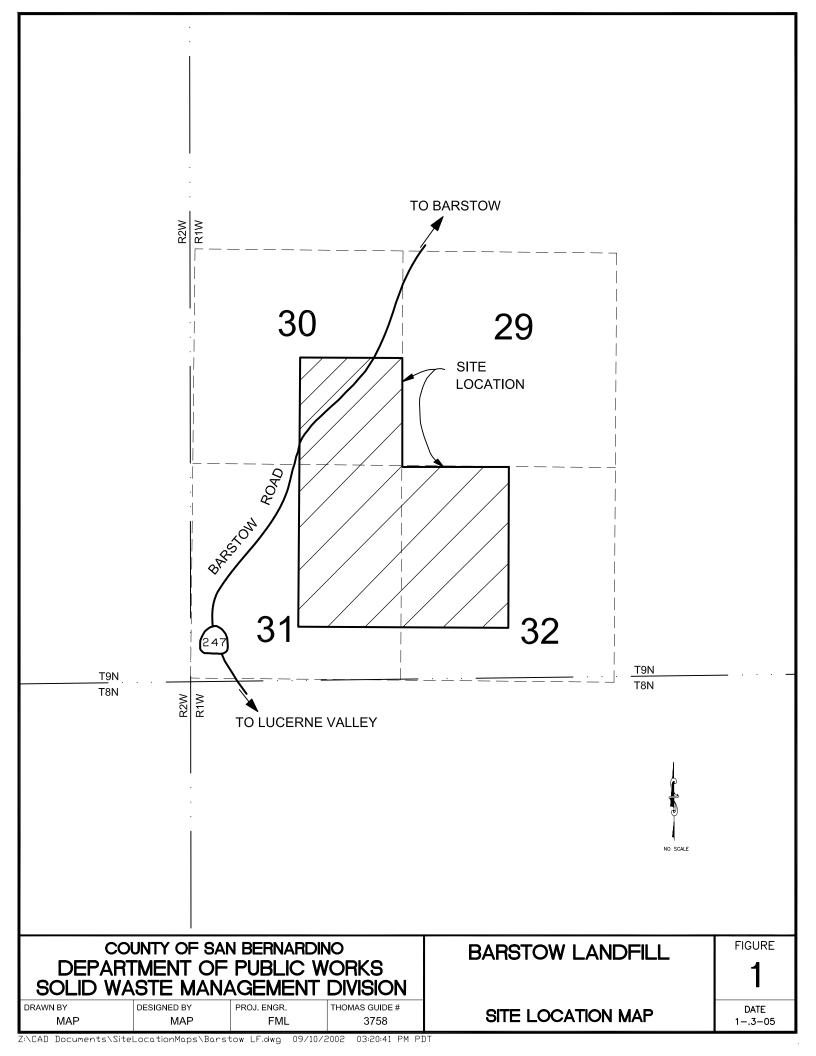
- a) Aerial photography to be completed within ten (10) calendar days after Notice to Proceed is given and aerial control has been establish by the County Surveying department, weather permitting or as control is completed by the County Surveyor.
- b) Preliminary Color Cut/Fill Plans for "Site Activity", "Cumulative Site Activity" and "Site Life" on "E" size sheets shall be delivered within twenty-eight (28) calendar days following the aerial photography.
- c) Final Color Cut/Fill Plans for "Site Activity", "Cumulative Site Activity" and "Site Life" on "E" size sheets and digitally (on CD) shall be delivered within fourteen (14) calendar days following the review and acceptance of the Preliminary Cut/Fill plans.
- d) Preliminary Volume Calculation shall be delivered within fourteen (14) calendar days following the review and acceptance of the Preliminary Cut/Fill Plans.
- e) Final Volume Calculation shall be delivered within seven (7) calendar days following the review and acceptance of the Preliminary Volume Calculations.
- f) Preliminary Aerial Maps on white bond paper and electronically (on CD) shall be delivered within twenty-eight (28) calendar days following the aerial photography of each site.
- g) Final Aerial Maps on mylar and one (1) CD containing all drawing files for the project shall be delivered within fourteen (14) calendar days following review and acceptance of Preliminary Aerial Maps.
- h) Preliminary 9 x 9 Color Photographs shall be delivered within twenty-eight (28) calendar days following the aerial photography of each site.

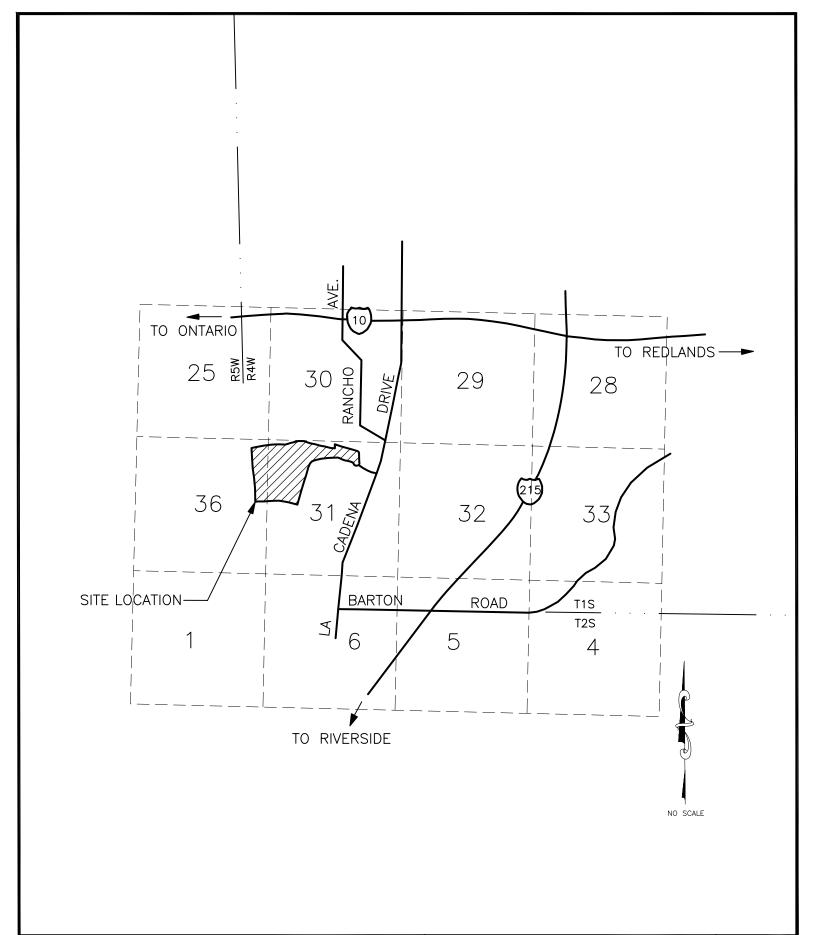
i) Two Color Photographs of each site mounted on 3/8" foam board shall be delivered within twenty-one (21) calendar days following the review and acceptance of the Preliminary 9 x 9 Color Photographs and a digital copy on CD of the photograph in TIF format.

Request for Proposals

**ATTACHMENT 3** 

**Site Location Maps** 





# COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC WORKS SOLID WASTE MANAGEMENT DIVISION

PROJ. ENGR. THOMAS GUIDE # 646

COLTON LANDFILL

FIGURE 1

SITE LOCATION MAP

DATE 1-10-05

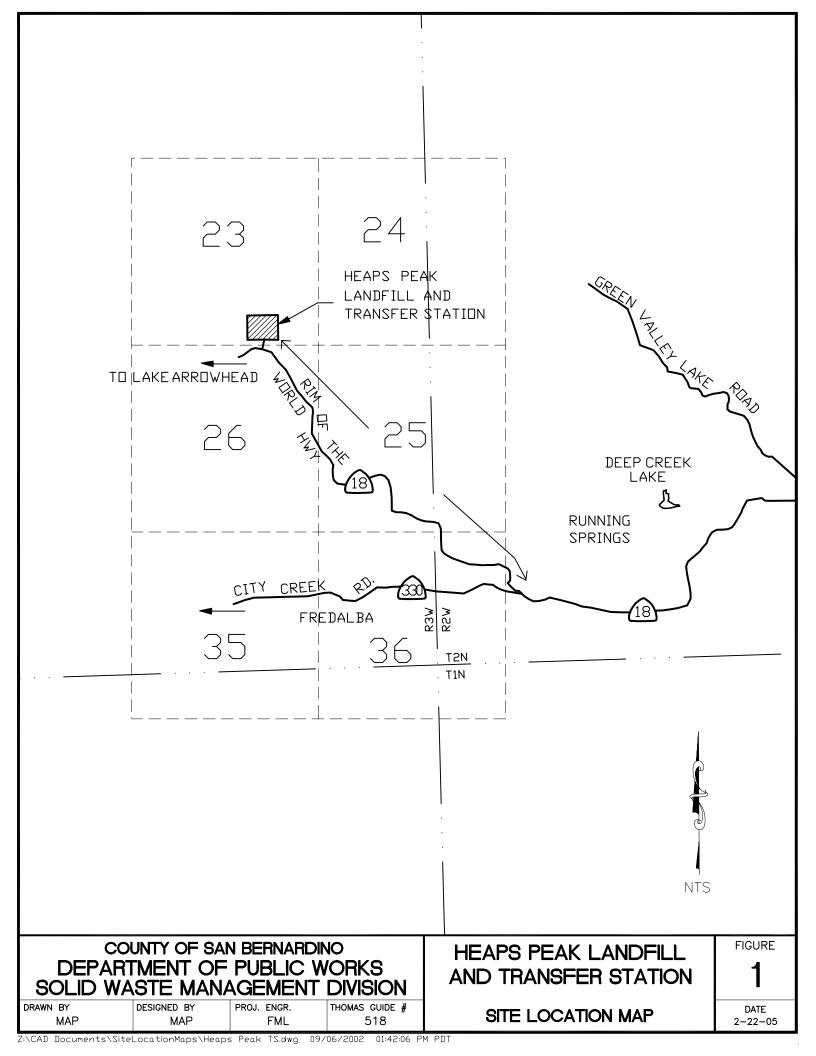
Z:\CAD Documents\SiteLocationMaps\Colton LF.dwg 09/11/2002 09:57:46 AM PD

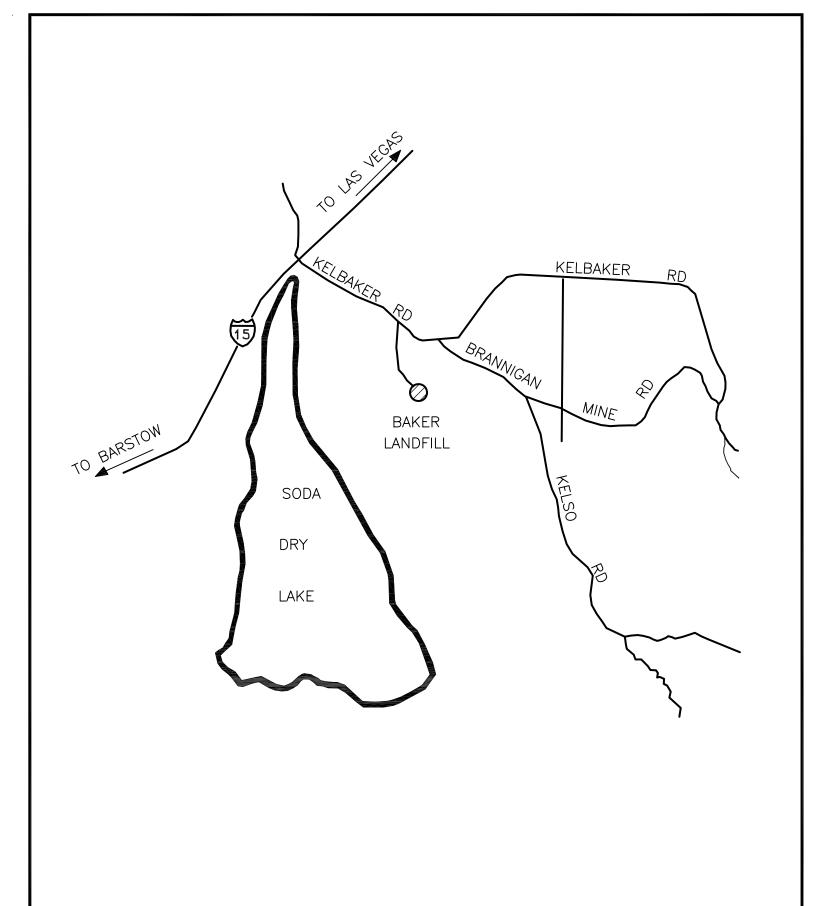
DESIGNED BY

MAP

DRAWN BY

MAP





2971

#### COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC WORKS SOLID WASTE MANAGEMENT DIVISION DESIGNED BY PROJ. ENGR. THOMAS GUIDE #

**BAKER LANDFILL** 

**FIGURE** 

SITE LOCATION MAP

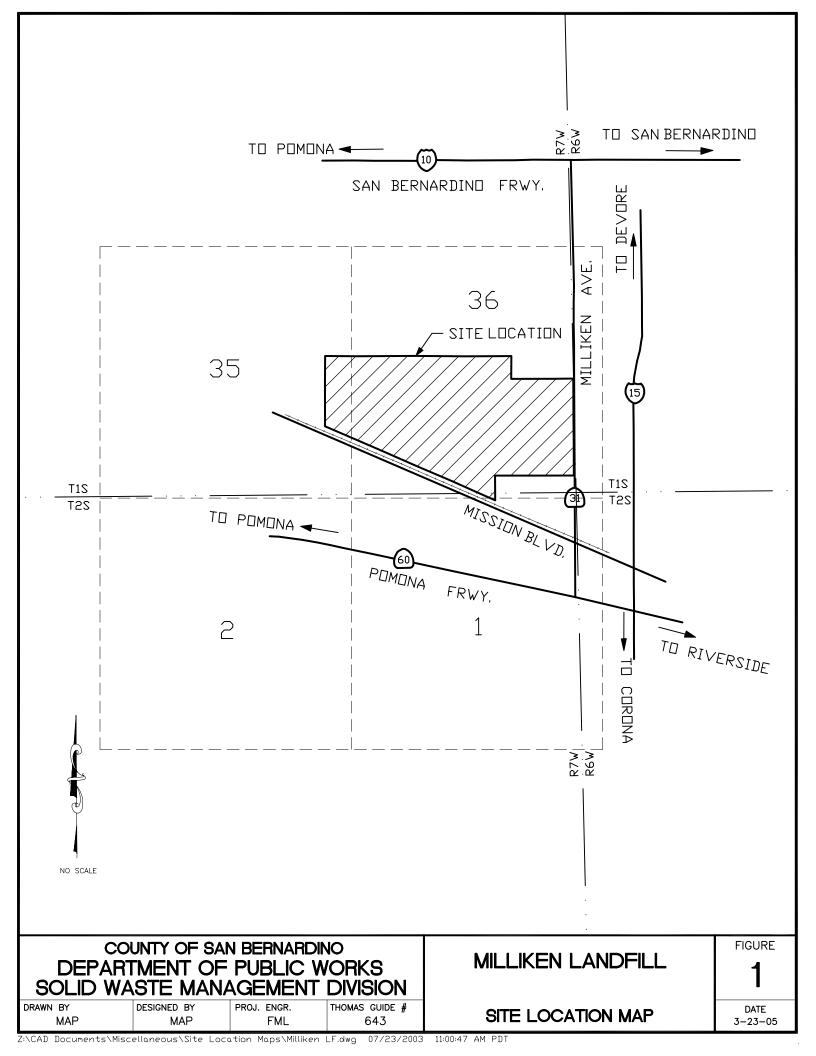
DATE 1-03-05

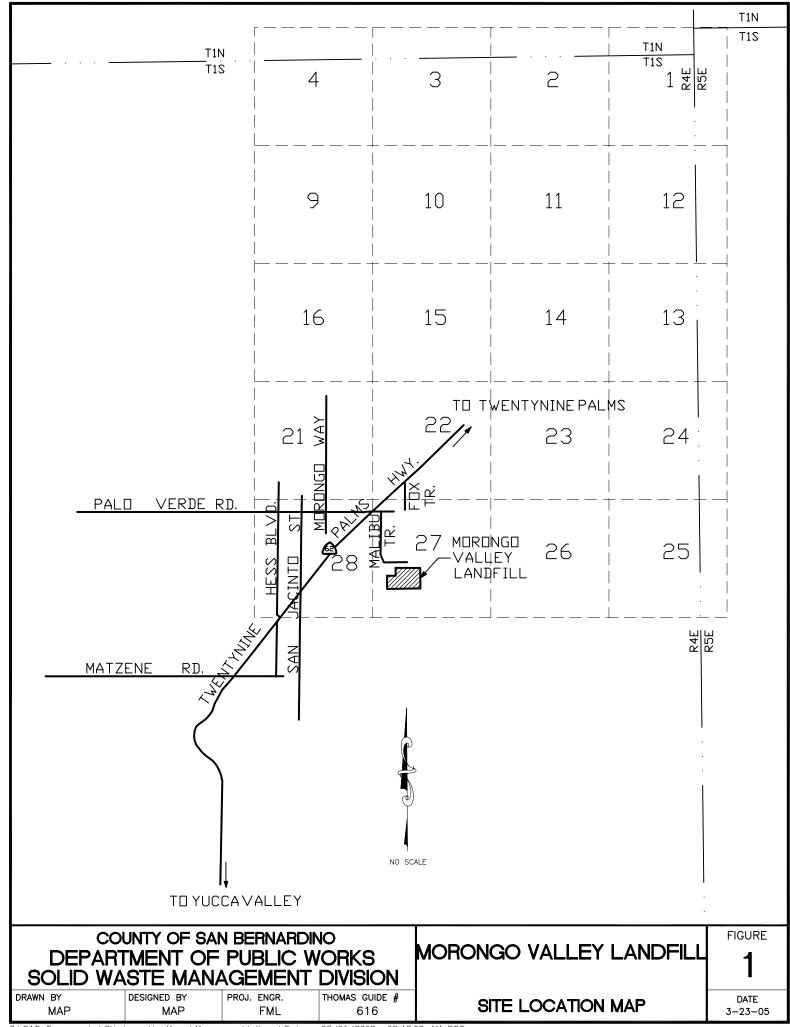
**FML** 

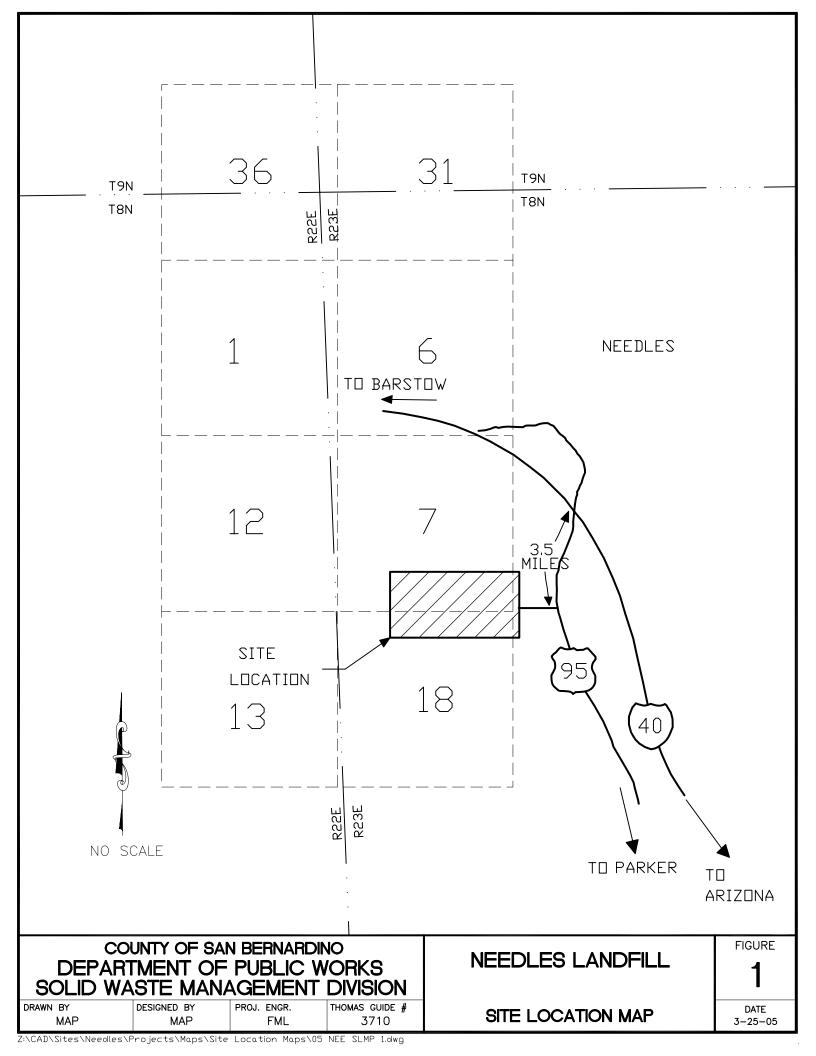
MAP

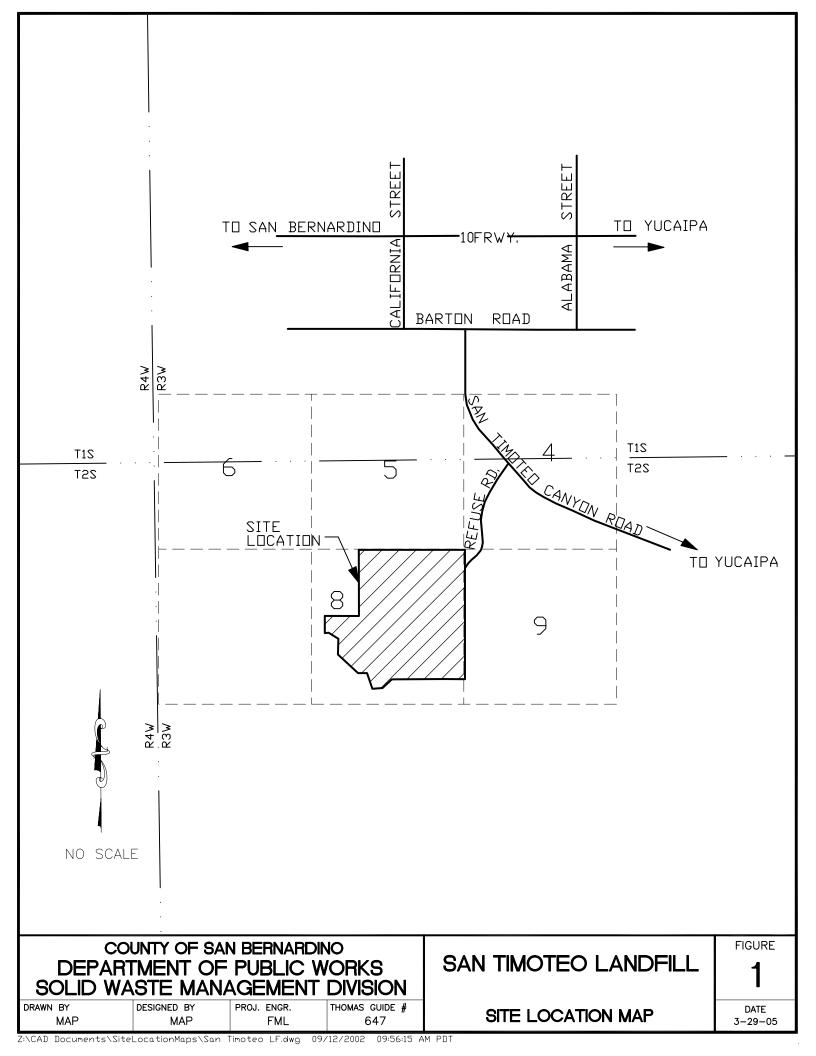
DRAWN BY

MAP





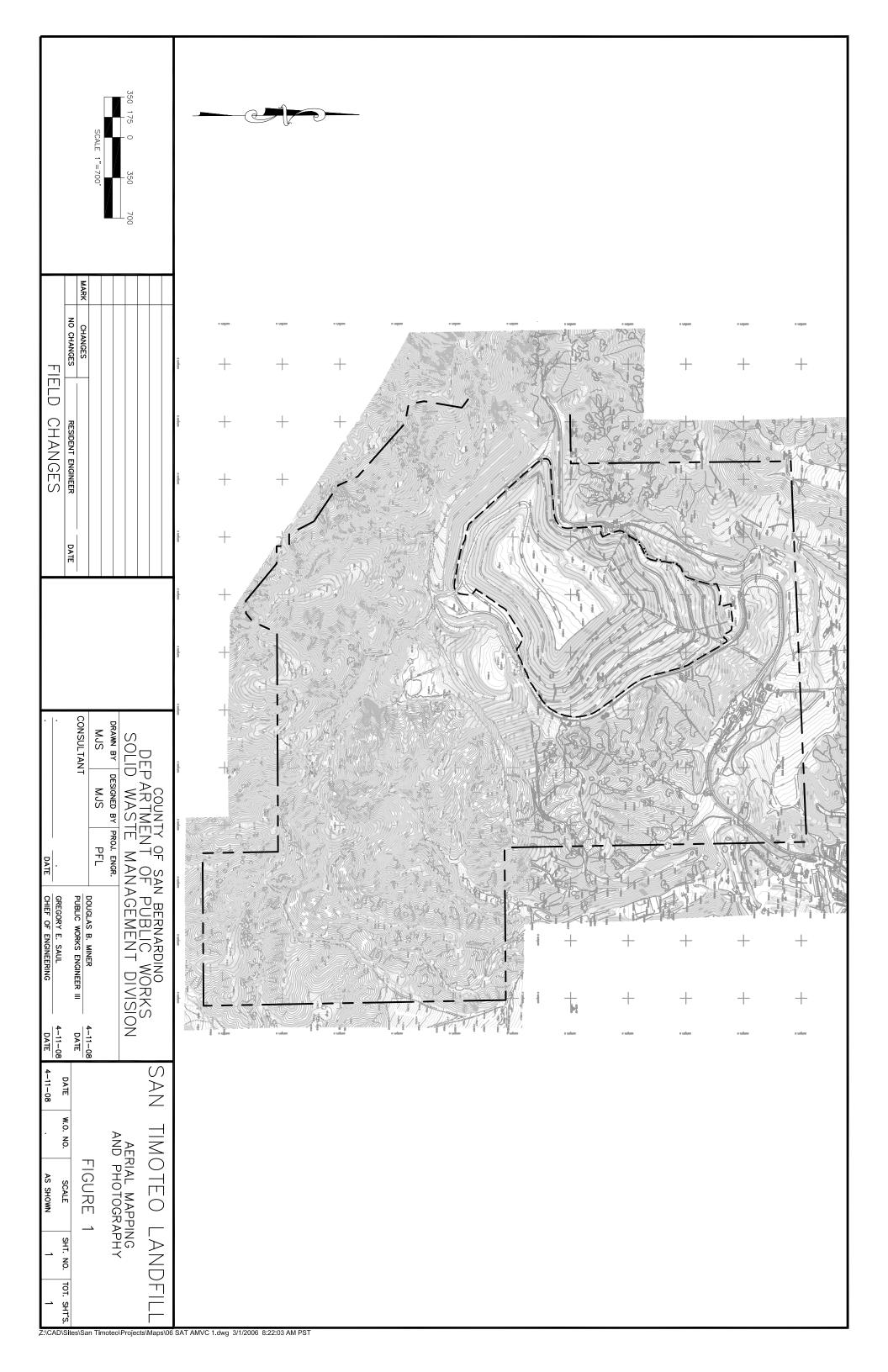


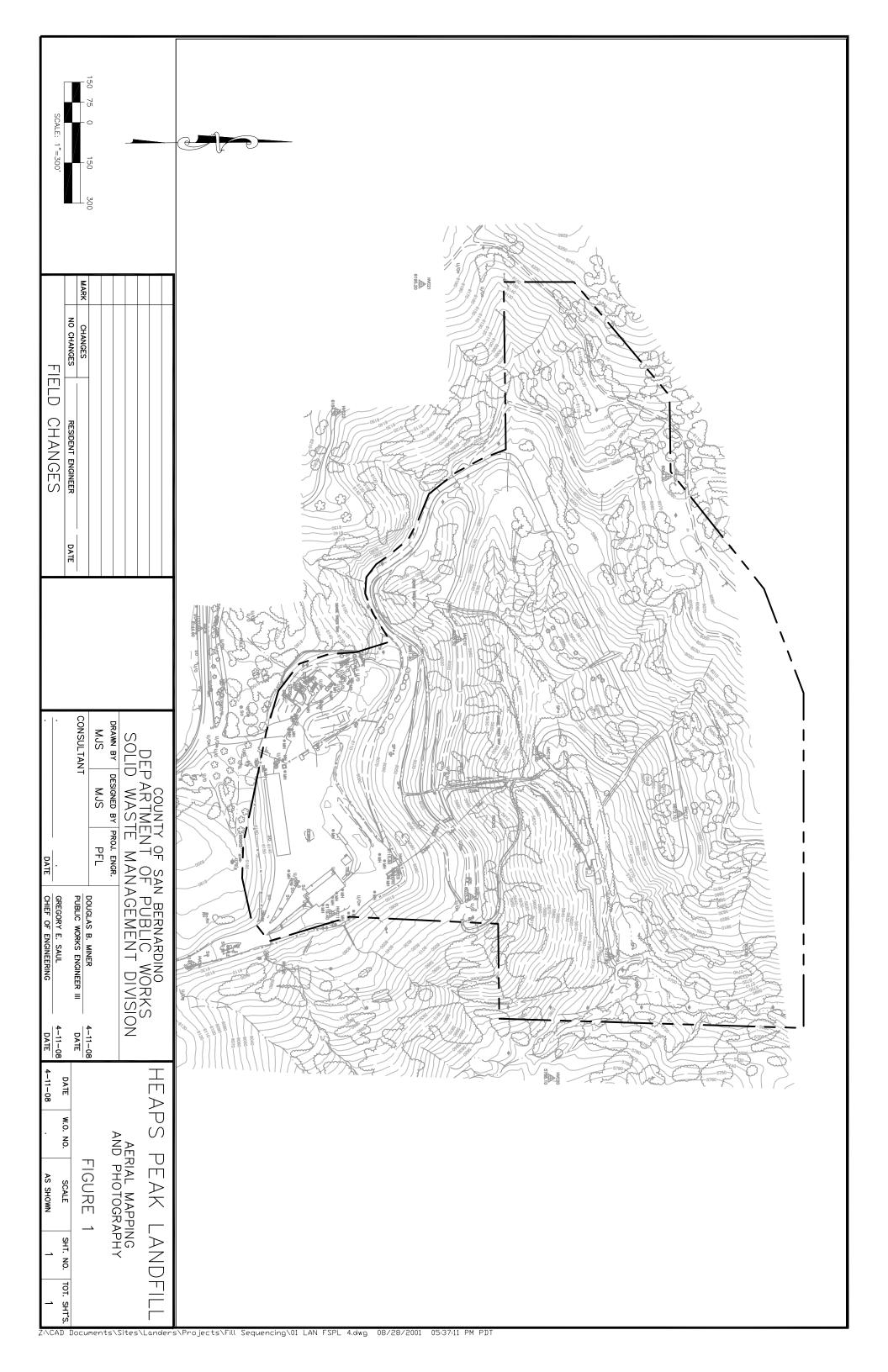


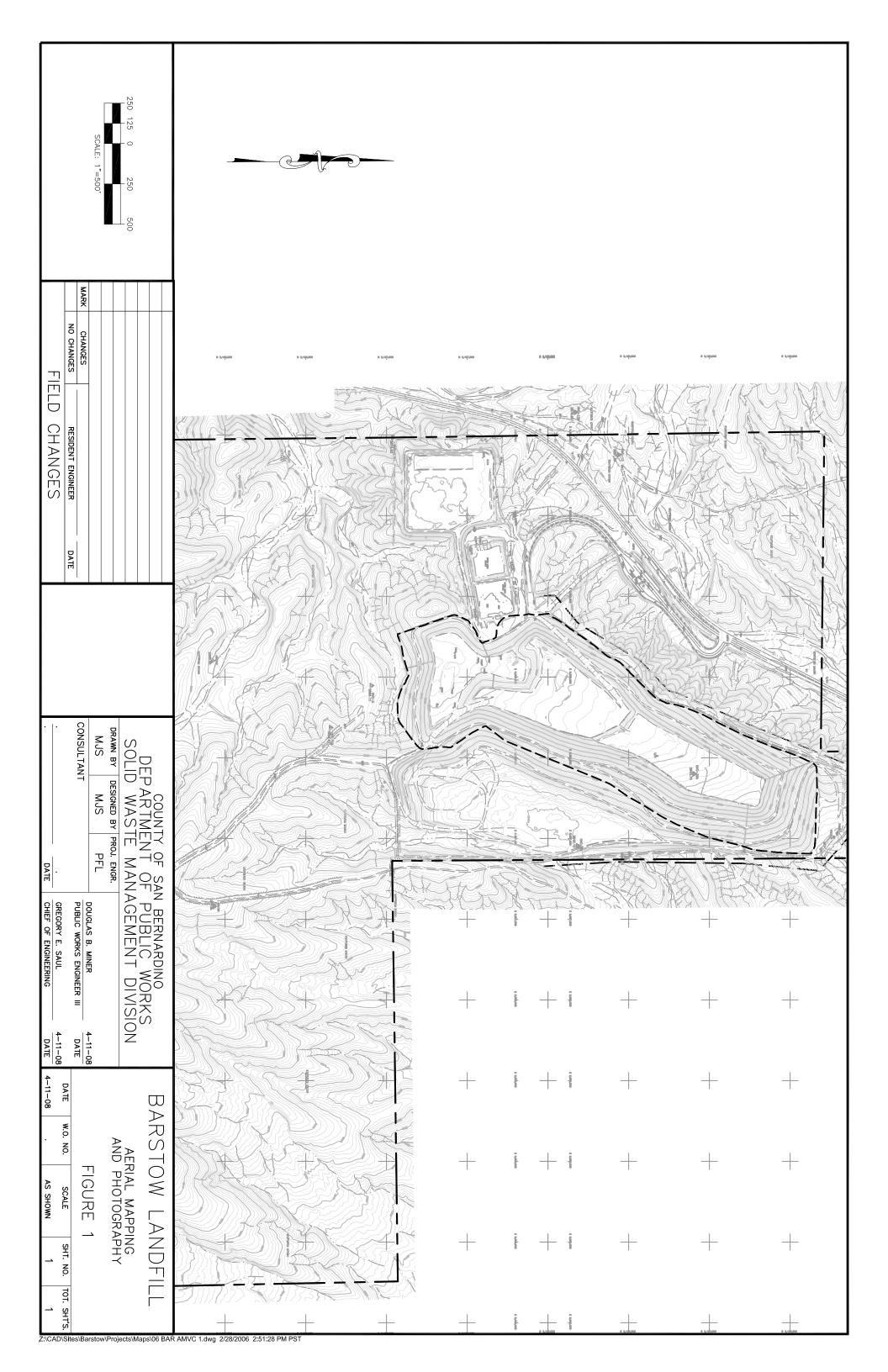
## Request for Proposals

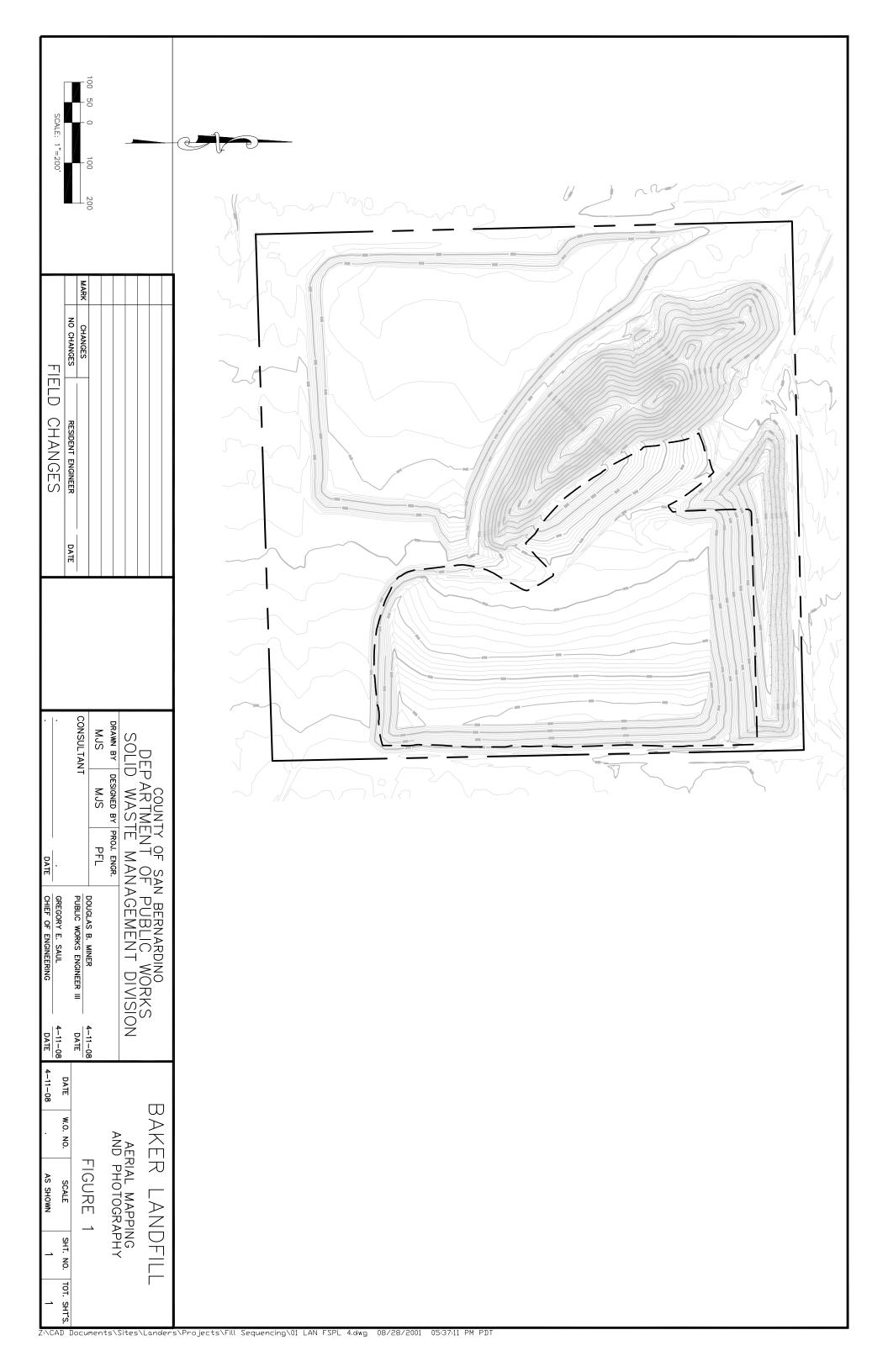
**ATTACHMENT 4** 

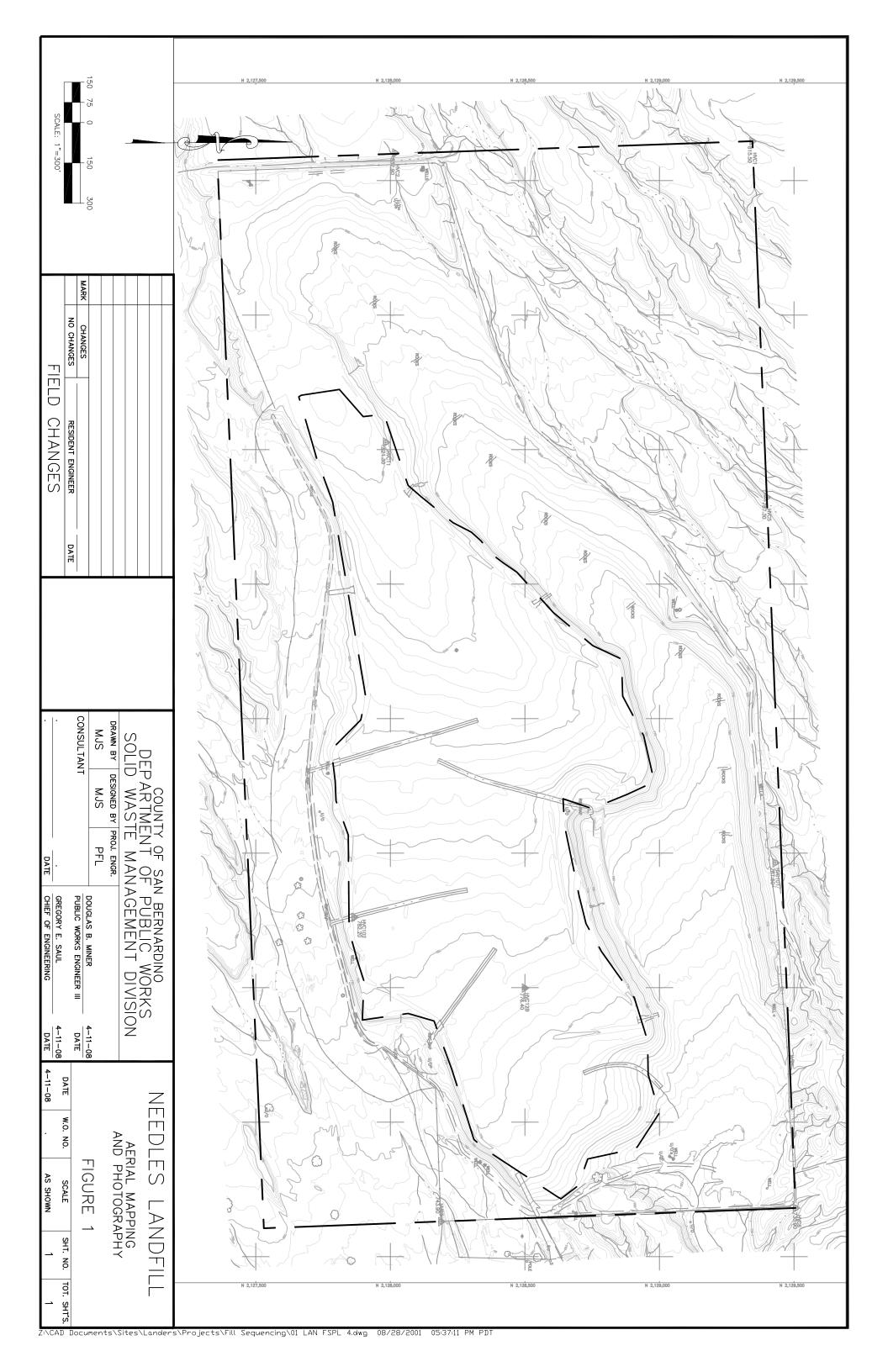
Site Maps

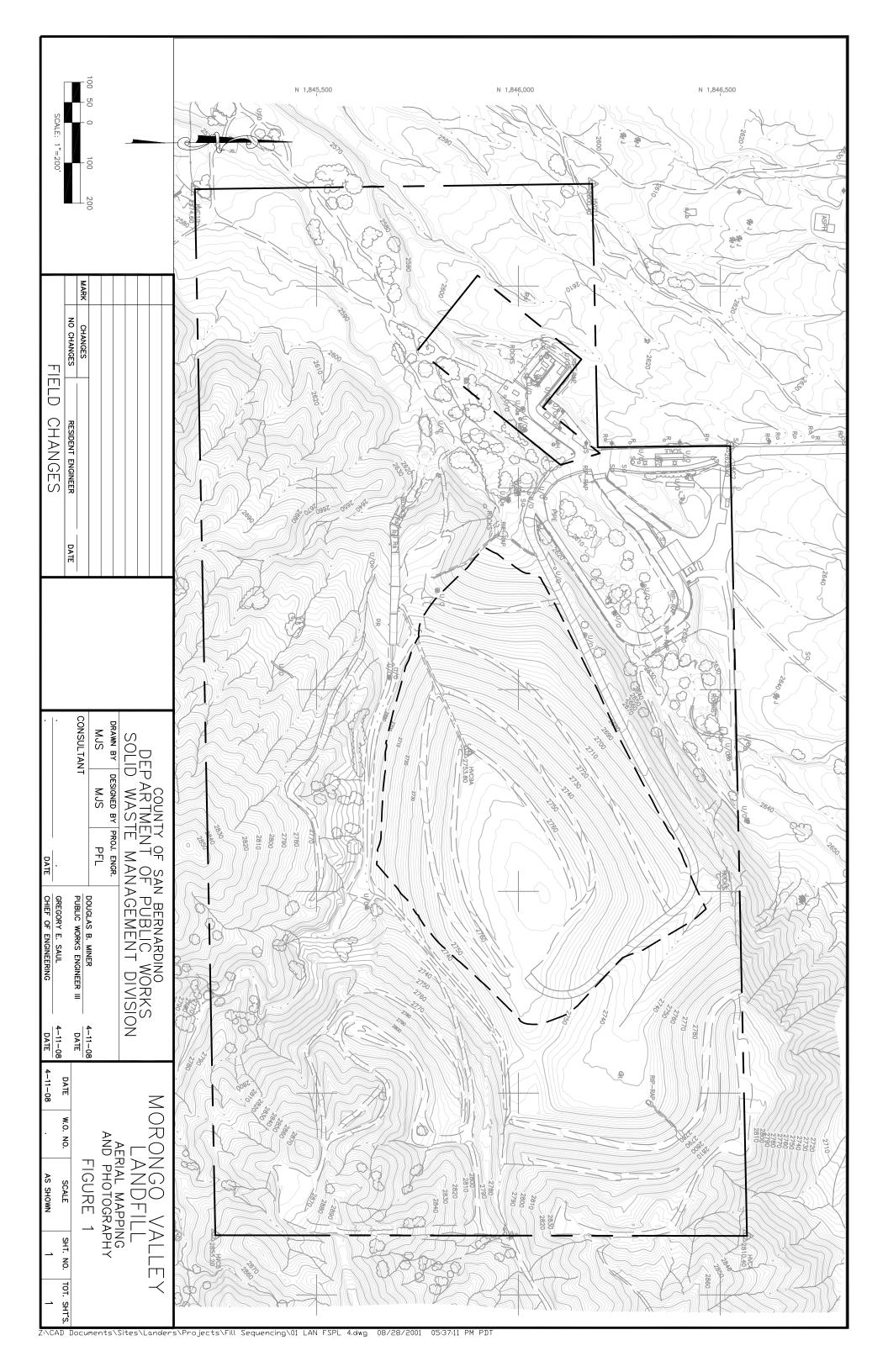


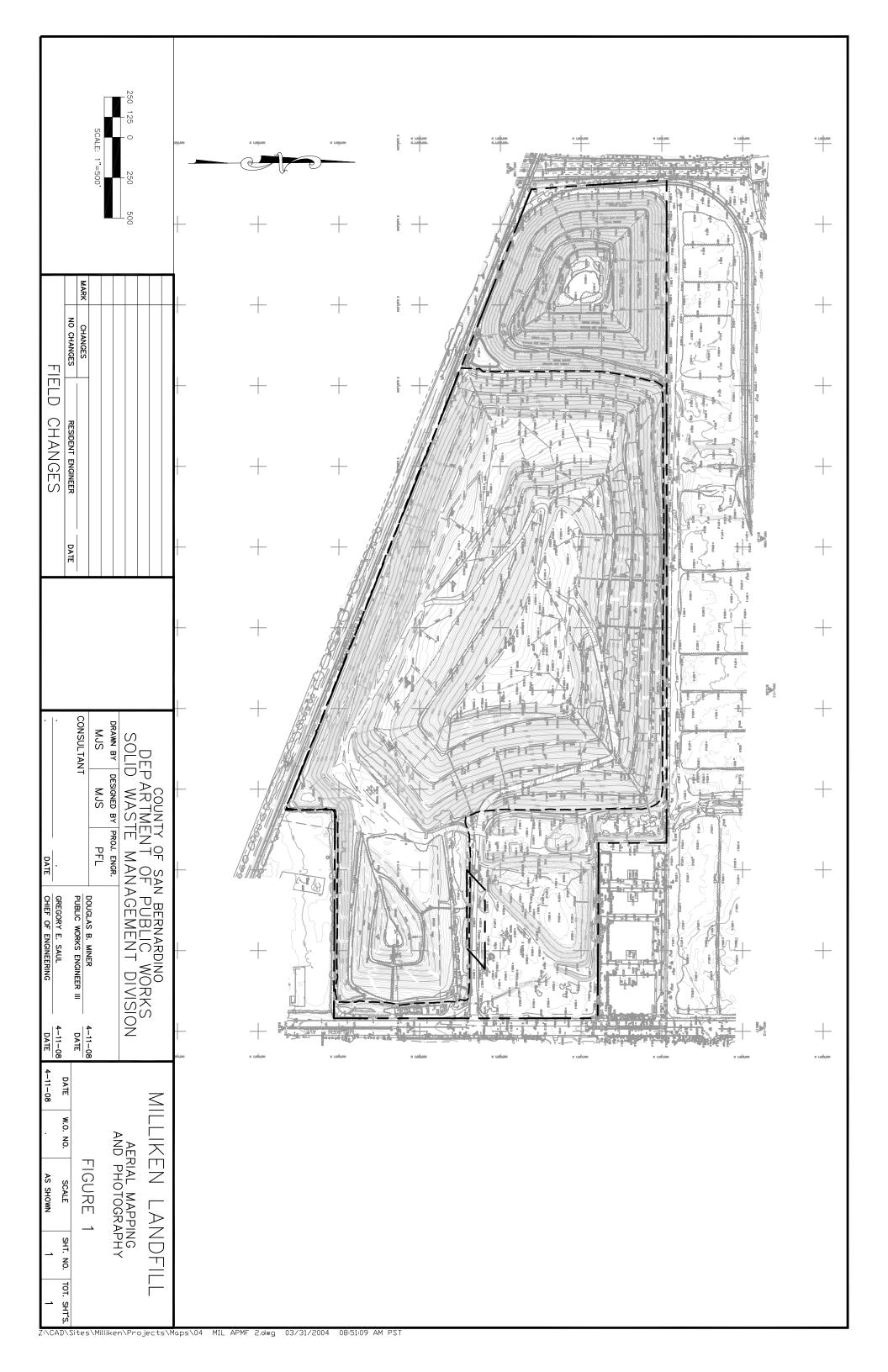


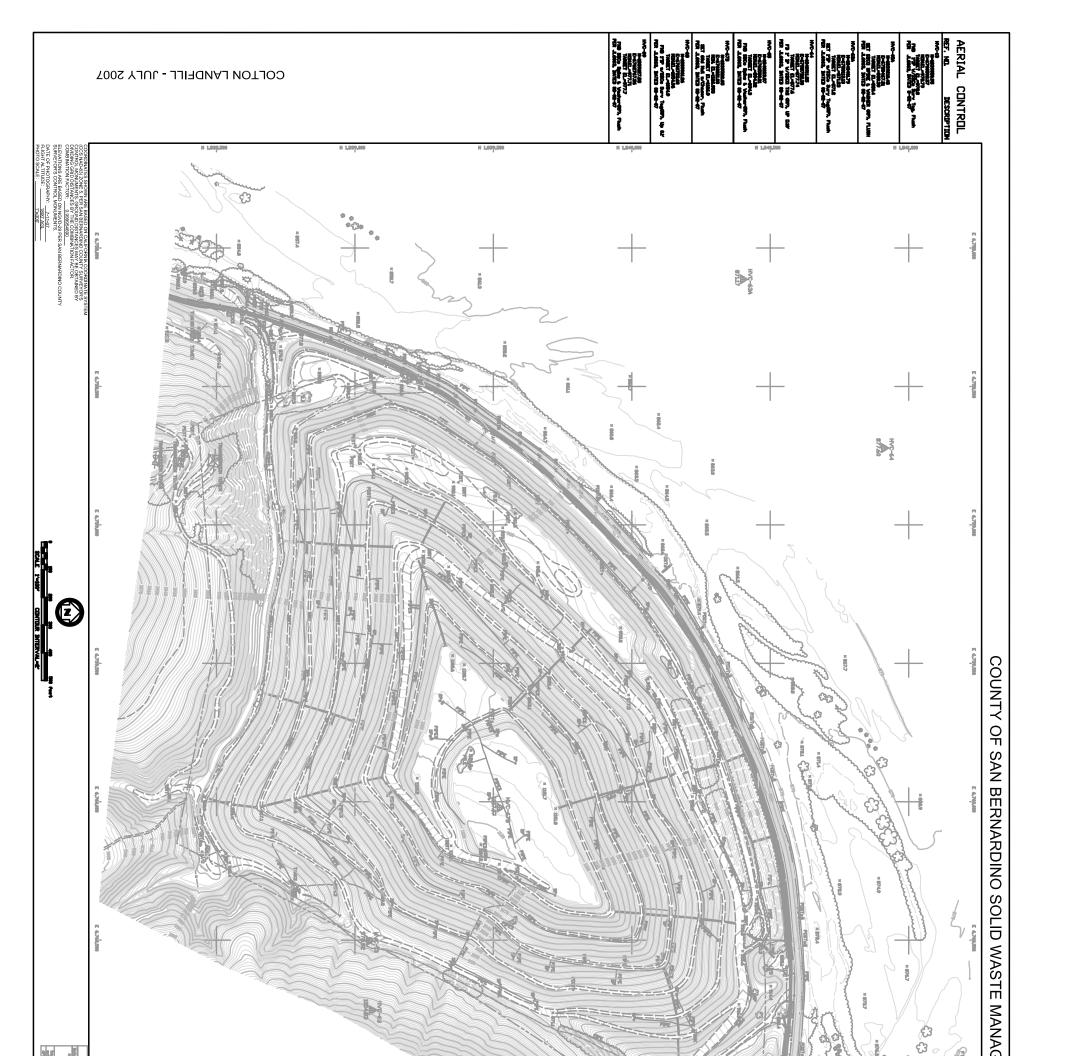












Request for Proposals

**ATTACHMENT 5** 

Sample Maps

